

NOTICE TO OFFEROR

This acquisition is 100% set-aside to small business concerns.

This means that....

- Federal Acquisition Regulation (FAR) 52.219-14 is applicable to this acquisition. Therefore, offeror shall comply with the FAR clause requirement that "at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern."

Therefore, to ensure that offeror is in compliance with the above requirement, offeror shall provide its DETAILED price proposal, including a complete breakdown of how the price was derived (i.e., direct labor, material, overhead, general and administrative expenses, subcontracting, other direct costs, profit, etc.)

- Offeror that cannot meet the requirements above will consider this solicitation an information copy only.

- **PRE-PROPOSAL**

CONFERENCE/SITE VISIT IS SCHEDULED FOR: OCTOBER 6, 2004

If you plan to be represented at the Site Visit send the name of your company and representative to Christine Matschkowsky at fax 415-848-4711 or e-mail Christine.Matschkowsky@irs.gov by close of business **OCTOBER 1, 2004**. The visit will be conducted at the IRS Ogden Service Center (CSC), 1160 West 1200 South, Ogden, UT between 9:00 AM and 12 Noon on **OCTOBER 6, 2004**. Representatives should arrive at the Center between 8:30 and 8:55 AM to sign in and be escorted to the meeting area.

- Forms are available from the GSA Website:
<http://www.gsa.gov/Portal/gsa/ep/formslibrary.do> or you may contact Christine Matschkowsky at 415-848-4737.

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

PAGE OF PAGES
1 | 163

2. CONTRACT NUMBER

3. SOLICITATION NUMBER

TIRWR-04-R-00018

4. TYPE OF SOLICITATION

☐ SEALED BID (IFB)☒ NEGOTIATED (RFP)

5. DATE ISSUED

09/24/2004

6. REQUISITION/PURCHASE NO.

M-5-M9-4I-WA-001-000

7. ISSUED BY

CODE

IRS0093B

8. ADDRESS OFFER TO (If other than Item 7)

CODE

DEPARTMENT OF TREASURY (DY)
INTERNAL REVENUE SERVICE, PROCUREMENT BR
333 MARKET STREET, SUITE 1400
SAN FRANCISCO, CA 94105-2115

See Item 7

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 333 Market Street, Suite 1400, San Francisco, CA 94105 until 12:00 PM (Hour) local time 10/26/2004 (Date).

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR
INFORMATION
CALL:

A. NAME

MATSCHKOWSKY, CHRISTINE

B. TELEPHONE (NO COLLECT CALLS)

AREA CODE

NUMBER

415-848-4737

EXT.

C. E-MAIL ADDRESS

11. TABLE OF CONTENTS

(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	2	X	I	CONTRACT CLAUSES	12
X	B	SUPPLIES OR SERVICES AND PRICE/COST	4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	44	X	J	LIST OF ATTACHMENTS	58
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1	X	K	REPRESENTATIONS, CERTIFICATIONS	10
X	F	DELIVERIES OR PERFORMANCE	5			AND OTHER STATEMENTS OF OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	4	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	11
X	H	SPECIAL CONTRACT REQUIREMENTS	9	X	M	EVALUATION FACTORS FOR AWARD	2

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT

(See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS

%

20 CALENDAR DAYS

%

30 CALENDAR DAYS

%

CALENDAR DAYS

%

14. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the
SOLICITATION for offerors and related documents
numbered and dated):

AMENDMENT NO.

DATE

AMENDMENT NO.

DATE

15A. NAME
AND
ADDRESS
OF
OFFEROR

CODE

FACILITY

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER (Type or print)

15B. TELEPHONE NUMBER

AREA CODE

NUMBER

EXT.

☐

15C. CHECK IF REMITTANCE

ADDRESS IS DIFFERENT FROM ABOVE -

ENTER SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐

10 U.S.C. 2304(c) ()

☐

41 U.S.C. 253(c) ()

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless
otherwise specified)

ITEM

24. ADMINISTERED BY (If other than Item 7)

CODE

25. PAYMENT WILL BE MADE BY

CODE

26. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA

28. AWARD DATE

(Signature of Contracting Officer)

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusableSTANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

Section B

SUPPLIES OR SERVICES AND PRICES/COSTS

Line Item No.	Description of Supplies/Services	Qty	U/I	Unit Price	Total
BASE YEAR					
PERIOD OF PERFORMANCE: 01/01/2005 - 09/30/2005					
0001	The Contractor shall furnish all labor, equipment, personnel and supervision necessary to provide security guard and other related services as stated herein.	9.00	MO	\$ _____	\$ _____
0002	The contractor shall furnish all labor, equipment, personnel, supervision and trained dogs necessary to provide canine services in accordance with the Canine Explosive Detection Statement of Work incorporated herein.	9.00	MO	\$ _____	\$ _____
0003	Additional/Emergency Services	1.00	LO		
	Guard I \$ _____/hr				
	Guard II \$ _____/hr				
	Canine Services \$ _____/hr				
TOTAL FOR BASE YEAR					\$ _____
OPTION PERIOD #1					
PERIOD OF PERFORMANCE: 10/01/2005 - 09/30/2006					
1001	The Contractor shall furnish all labor, equipment, personnel and supervision necessary to provide security guard and other related services as stated herein.	12.00	MO	\$ _____	\$ _____

1002	The contractor shall furnish all labor, equipment, personnel, supervision and trained dogs necessary to provide canine services in accordance with the Canine Explosive Detection Statement of Work incorporated herein.	12 MO	\$ _____	\$ _____
------	--	-------	----------	----------

1003	Additional/Emergency Services	1.00 LO		
	Guard I \$ _____/hr			
	Guard II \$ _____/hr			
	Canine Services \$ _____/hr			

TOTAL FOR OPTION PERIOD #1

\$ _____

OPTION PERIOD #2**PERIOD OF PERFORMANCE: 10/01/2006 - 09/30/2007**

2001	The Contractor shall furnish all labor, equipment, personnel and supervision necessary to provide security guard and other related services as stated herein.	12.00 MO	\$ _____	\$ _____
------	---	----------	----------	----------

2002	The contractor shall furnish all labor, equipment, personnel, supervision and trained dogs necessary to provide canine services in accordance with the Canine Explosive Detection Statement of Work incorporated herein.	12 MO	\$ _____	\$ _____
------	--	-------	----------	----------

2003	Additional/Emergency Services	1.00 LO		
	Guard I \$ _____/hr			
	Guard II \$ _____/hr			
	Canine Services \$ _____/hr			

TOTAL FOR OPTION PERIOD #2

\$ _____

OPTION PERIOD #3**PERIOD OF PERFORMANCE: 10/01/2007 - 09/30/2008**

3001	The Contractor shall furnish all labor, equipment, personnel and supervision necessary to provide security guard and other related services as stated herein.	12.00 MO	\$ _____	\$ _____
------	---	----------	----------	----------

3002	The contractor shall furnish all labor, equipment, personnel, supervision and trained dogs necessary to provide canine services in accordance with the Canine Explosive Detection Statement of Work incorporated herein.	12 MO	\$ _____	\$ _____
------	--	-------	----------	----------

3003	Additional/Emergency Services	1.00 LO		
------	-------------------------------	---------	--	--

Guard I \$ _____/hr
Guard II \$ _____/hr
Canine Services \$ _____/hr

TOTAL FOR OPTION PERIOD #3

\$ _____

OPTION PERIOD #4

PERIOD OF PERFORMANCE: 10/01/2008 - 09/30/2009

4001	The Contractor shall furnish all labor, equipment, personnel and supervision necessary to provide security guard and other related services as stated herein.	12.00 MO	\$ _____	\$ _____
------	---	----------	----------	----------

4002	The contractor shall furnish all labor, equipment, personnel, supervision and trained dogs necessary to provide canine services in accordance with the Canine Explosive Detection Statement of Work incorporated herein.	12 MO	\$ _____	\$ _____
------	--	-------	----------	----------

4003	Additional/Emergency Services	1.00 LO		
------	-------------------------------	---------	--	--

Guard I \$ _____/hr
Guard II \$ _____/hr
Canine Services \$ _____/hr

TOTAL FOR OPTION PERIOD #4

\$ _____

TOTAL OF BASE AND FOUR OPTIONS \$ _____

1. DESCRIPTION OF SERVICES

The contractor shall provide all management, supervision, labor, materials, supplies, and equipment (except otherwise provided in Section C, Paragraph 10), to provide Guard Services at the IRS Ogden Campus and other IRS off-site locations in Ogden, Utah.

2. PRICES

Offeror MUST submit a price for all services listed as described herein, including all option periods. The offeror must submit FIRM-FIXED PRICE for all years.

3. ADDITIONAL SERVICES

a. The unit prices are a fixed price per hour for providing additional services, when ordered, that are in addition to the basic services covered by this contract.

b. Additional services are services to cover the costs for the Government's short-term needs for nonrecurring related services (See Section C, Paragraph 35).

SECTION C

INTERNAL REVENUE SERVICES

ARMED GUARD SERVICES

FOR

OGDEN SERVICE CENTER

OGDEN, UTAH

PERFORMANCE WORK STATEMENT

1. SCOPE OF WORK

A. The Contractor shall provide all management, supervision, labor, training, vehicle(s), equipment and supplies and all other items necessary to provide security guard services including reports and other written deliverables in compliance with all terms and conditions of this solicitation and any resultant contract award for the assigned Post of Duty offices (POD) at the Internal Revenue Service (IRS) Ogden Service Center, 1160 West 1200 South, Ogden, Utah and the following off-site locations:

- | | |
|--|--|
| <p>(1) ARKA Building
1973 Rulon White Boulevard
Ogden, Utah 84404</p> | <p>(6) Western Development Center
1001 So. 1200 W.
Ogden, Utah 84404</p> |
| <p>(2) Twin Rivers Building
2262 Wall Avenue
Ogden, Utah 84401</p> | <p>(7) Annex II
1007 West 1200 South 84404
Ogden, Utah 84404</p> |
| <p>(3) Scowcroft Building
105 23rd Street
Ogden, Utah 84401</p> | <p>(8) City Centre
2484 Washington Boulevard
Ogden, Utah 84401</p> |
| <p>(4) TAS Building
155 31st Street
Ogden, Utah 84404</p> | <p>(9) Commerce Building
1100 Country Hills Drive
Ogden, Utah 84403</p> |
| <p>(5) Weber Center
2380 Washington Boulevard
Ogden, Utah</p> | |

B. There will be numbered guard posts at the Main building, ARKA, Twin Rivers and Scowcroft buildings. Additionally, support for the campus offsite buildings will be provided by the Patrol Officer. In the event of an emergency, additional officers will respond to the campus offsite buildings.

C. In addition, as part of this IRS Mission Assurance physical security consolidation effort, the Government contemplates the issuance of bi-lateral orders under the changes clause, for additional services, at sites other than the Ogden campus. Such sites may be located throughout the Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, California, Hawaii, and Alaska area.

2. START-UP REQUIREMENTS

Within 10 calendar days of award of the contract and prior to performance, the Contractor's Project Manager and the Contracting Officer's Technical Representative (COTR) shall make an on-site in-depth review of the contractor's plan and the total job requirements to include, but not limited, to the following:

- A. The general type of work performed;
- B. Each Guard Post Assignment Record;
- C. Policy and specific procedures for responding to emergency alarms, bomb threats, or suspected incendiary devices;
- D. Floor plans and area maps of the facility which depict emergency evacuation routes, the location and type of each fire alarm, location of utility cut-off valves or switches, utility systems controls, and special instructions pertaining to security controls;
- E. The Occupant Emergency Plan, including detailed review of the exact responsibilities of each guard post.
- F. The Contractor shall confirm to the COTR that all contract guards meet the eligibility requirements as specified in the Performance Work Statement.

3. BASIC GUARD SERVICES

The hours outlined in Guard Post Assignment Record (Attachment 1) are the actual required guard post hours. As used herein, the term "Guard Post Hours" shall include only the actual Guard Post requirement as specified on the Guard Post Assignment Record (Attachment 1).

A. Relief Officers:

The Contractor shall provide a relief guard(s) on all shifts, weekends and holidays for each employee on an authorized break or lunch in accordance with the fixed guard post requirements of the Guard Post Assignment Record (Attachment 1). No other officer or supervisory post may be used for providing lunch or break periods.

B. Limitation on Staff-Hours:

No employee of the contractor shall provide more than twelve (12) hours of continuous service in any twenty-four (24) hour period. This limitation may be

waived by the COTR verbally in emergency situations which are beyond the control of the contractor (e.g. weather conditions that prevent the next shift from getting to the building, civil disturbances, bombing, etc.). The Contractor shall obtain a subsequent written confirmation of the verbal waiver from the COTR for each occurrence.

4. RESERVE PERSONNEL

The Contractor shall maintain a qualified trained reserve guard force of sufficient size to cover scheduled or non-scheduled breaks, sick or vacation leave, emergency services, or similar situations within the scope of the contract.

Within 10 calendar days after award the Contractor shall submit to the COTR for approval, the names and all necessary documentation of fully trained and qualified productive personnel who will be used in reserve capacity (e.g., used to replace guards on scheduled or non-scheduled breaks, sick leave or vacation, used to respond to emergency service, or similar situations).

5. CRITICAL SERVICES REQUIRED

A. General:

The Contractor shall provide trained employees at all times to perform the services as prescribed by 1) the contract, 2) Guard Post Instructions, and 3) Officer's Duty Book.

B. Guard Post Instructions:

The Contractor shall perform the duties outlined in the Post Instructions, which have been prepared for each post. These instructions define the basic work to be performed at each post, including the exact hours of post coverage. Except for emergencies, no deviations shall be made. All post instructions are prepared by the COTR or designated representative. The COTR may modify and/or revise Post Instructions to change shift start and stop times and post locations, provided the change has no impact on the Contractor's cost. The contractor shall promptly notify the COTR if a change impacts the contract scope of work and contract price.

C. Typical Duties:

(1) All Officers must be able to deal effectively with the public, and must be knowledgeable of all post responsibilities at the Service Center and off-site buildings. The officers assigned to the Dispatch Post must be skilled in the basic use of computers and possess typing skills.

(2) Due to the desire of IRS to deal thoughtfully and politely with the public at all times, and the requirements to maintain a higher level of security, the COTR shall have the prerogative to request removal from post of an individual officer. This provision does not interfere with the Contractor's employer/employee relationship.

D. Post assignments may include, but are not limited to, the following:

(1) Entrance Control Post:

(a) Operate and enforce a system of personnel identification.

(b) Enforce the Agency's personnel and visitor entry control system.

(c) Ensure that only authorized persons enter the property. Perform package inspection when directed to do so by the Post Instructions or when directed by the COTR or Designated Representative. Enforce the agency's property pass policy to ensure only authorized removal of items from the facility.

(2) Roving/Utility Patrol Posts:

Make patrols in accordance with routes and schedules established in the Post Instructions and Officer's Duty Book.

(3) Traffic Control:

Direct traffic (vehicle and pedestrian), control parking, and issue traffic violation notices in accordance with Post Instructions and Officer's Duty Book.

(4) Receive, Control, and Store Keys and Combinations:

Receive, issue, and account for all keys issued to the guard force. An inventory shall be conducted of keys/key cards controlled and issued to the guard force at a minimum of once each shift. Provide control, storage and protection for combinations in accordance with agency policy.

(5) Security and Fire Systems, Industrial, and Miscellaneous Systems:

Monitor and operate the facility intrusion alarm systems, fire alarm systems, industrial systems, telephone alarm system, entry control system, and other protective devices/systems for the facility or equipment.

(6) Building Systems:

When required by Post Instructions or the COTR, perform minor operations and/or record data in connection with the operation of building systems.

(7) Building Rules and Regulations:

Observe building occupants and visitors for compliance with posted rule and regulations.

(8) Lost and Found:

Receive, receipt, record, and store, in accordance with agency requirements, lost and found articles pending disposition.

(9) Law and Order:

Maintain law and order within the areas of assignment. Report all suspected or observed criminal activities directly to the Security Office. Render every possible assistance and hold in confidence communications concerning inquiries into these matters by federal law enforcement personnel.

(10) Unauthorized Access:

Discover and detain persons attempting to gain unauthorized access to the property.

(11) Hazardous Conditions:

Report, in accordance with procedures in the Officer's Duty Book, potentially hazardous conditions and items in need of repair. These include, but are not limited to: inoperative lights, leaky faucets, toilet stoppages, broken or slippery floor or sidewalk surfaces, broken windows, etc.

(12) Injury or Illness:

Obtain professional assistance in accordance with procedures in the Officer's Duty Book and Occupancy Emergency Plan in the event of injury or illness to Government employees or others while in the building or on the grounds. Pending arrival of qualified assistance, render initial first aid to injured or incapacitated persons.

(13) Flying the United States Flag:

The United States Flag (and other flags as authorized) shall be flown as directed by Office of Federal Protective Service Policy Handbook (PBS P 5930.17C, Chapter 27).

(14) Suspicious Packages:

The Contractor shall follow the instructions contained in the Occupant Emergency Procedure (OEP) book for each Post to properly notify the Security Staff and other officials of any suspicious package found. The guard shall also follow these instructions during the operation of x-ray equipment.

(15) Additional Duties:

Turn off unnecessary lights; check safes, lock-type repositories, and cabinets; close windows if applicable; open and secure doors and gates, etc., as required.

(16) Reports and Records:

Prepare required reports on accidents, fires, bomb threats, unusual incidents, and unlawful acts. The required submission times and the content of these reports will be specified by the COTR. Provide these reports to those officials as specified by the COTR.

(17) Civil Disturbances:

Perform other functions as may be necessary in the event of situations or occurrences which adversely affect the security and/or safety of the Government, it's employees, property, and the general public in the building or on the grounds under the control of the Government. Assist and/or supplement law enforcement personnel during such situations. Such incidents could involve: civil disturbances and the attempt to commit espionage, sabotage, or other criminal acts.

(18) Emergencies:

In case of an emergency condition requiring immediate attention, the on-site supervisor or the shift supervisor shall divert uniformed personnel from their normal assigned duties to meet the condition and summon appropriate assistance as may be required in the Occupant Emergency Plan. The diversion may be for a duration of up to four (4) hours. Immediately notify the Service Center Security Officer or other Designated Agency Official, as applicable, of action taken.

(19) Other Incidents:

In certain outlying areas or if multiple incidents occur, the contract guard may be called upon to act independently as the primary security response until law enforcement assistance arrives.

(20) Work Scheduling Procedures:

The working schedule for supervisors and productive guards shall be prepared on separate schedules and posted in the work officer area. Copies shall be provided to the COTR upon request. Schedules shall be prepared on the "Hours of Duty Schedule" form or an equivalent substitute approved by the COTR. Changes to schedules shall also be posted in the work office area. The duties of the fixed guard posts require that a guard not leave his/her post until properly relieved or until the tour ends, as identified in Guard Post Assignment Record (Attachment 1). The Contractor shall provide a replacement guard for relief periods. A schedule of the relief periods shall be prepared at the same time that the schedules are prepared and shall be provided to the COTR upon request. An officer shall not be on post/duty longer than two and one-half (2 ½) hours without being allowed at least a ten (10) minute relief period. The Contractor, for the purpose of maintaining specified posts during relief periods, will provide a replacement officer.

6. SUPERVISIONA. Level of Supervision:

The Contractor shall provide employee supervision to ensure that all employees:

(1) Are properly trained to perform all duties as specified in accordance with the contract and the Post Instructions for the security post assigned;

(2) Are properly uniformed and present a clean, neat appearance (Ref. PBS P 5930.17C, Chapter 22);

(3) Maintain a continued state of proper training;

(4) Possess the necessary permits, authority, etc.;

B. On-Site Project Manager:

The term "Project Manager" means a person, designated in writing by the

Contractor, who has complete authority to act for the Contractor on a day-to-day basis at the work site during the term of the contract. The duties of the Project Manager shall not be simultaneously performed by uniformed employees performing other duties under the terms of this contract or any other contract administered by the Internal Revenue Service.

C. Shift Supervisors:

The Contractor shall provide the name(s), telephone number(s) and addresses of the shift supervisor(s), in writing, to the COTR within seven (7) workdays after award of the contract. The term "Shift Supervisor" designates a person, in writing, by the Contractor who has authority to act for the on-site Project Manager on a day-to-day basis at the work site. The duties of the Shift Supervisor shall not be simultaneously performed by employees performing other duties under the terms of this contract or any other contract administered by the Internal Revenue Service. The Shift Supervisors provide supervision for all guard personnel on an assigned shift. Each Shift Supervisor shall ensure that the guards on his/her shift receive proper training and job instruction. Each Shift Supervisor shall also prepare performance ratings for the guards on his/her shift.

(1) Guard shall be in full compliance with PBS P 5930.17C (Office of Federal Protective Service Policy Handbook).

(2) Guard shall be on post timely.

(3) Guard shall be knowledgeable of post instructions and special orders.

(4) Shift Supervisors shall complete all required reports, provide all follow-up training and refresher training for each post, take over a post temporarily, until replaced if an employee is relieved from duty for just cause, operate radar gun, and issue citations based on agency instructions and procedures.

7. AUTHORITY AND JURISDICTION

Except where precluded by local law or ordinance, the Contractor shall make and complete all arrangements prior to reporting for duty with the appropriate officials in the City, County, Parish or the State in which buildings are located to:

A. Obtain a permit for each employee to carry a firearm. Firearm permits shall be carried by each employee on their person while on duty. Firearm permit costs are the responsibility of the contractor, not the employee.

B. Provide any official bond required, pay any fees or costs involved, or related to, the appointment of employees as Constable, Special Police, or

Conservators of the Peace and/or authorization for the arming of any employees engaged in providing services specified under this contract. The Contractor shall assume full liability for any act of his employee(s) in the exercise of any such police authority.

C. Copies of the licenses and permits described herein shall be furnished to the COTR at least two (2) days prior to reporting for duty.

D. Have supervisory personnel or sergeant designated to operate the radar device only within the drives or parking lots at the IRS Main Center and Annex Buildings covered by this contract and in accordance with Post Instructions and Officer's Duty Book.

8. REGULATIONS

The basic rules and regulations for the operation, maintenance, and protection of property to be followed by the Contractor are listed below. Applicable rules and regulations are so posed at each public entrance to each Federal facility under the charge and control of GSA. (See notice in the Appendix to Title 41, Code of Federal Regulations, Part 102-74, Subpart C.) Supplementary procedures that are provided to the Contractor by the Contracting Officer or authorized representatives shall be in effect and will be incorporated by a contract modification.

A. Officer's Duty Book and Occupancy Emergency Plan (OEP)

An Officer's Duty Book and OEP furnished by the COTR shall be maintained by the Contractor at the central control point and shall contain complete duty instructions and emergency procedures for all posts involved. Separate loose-leaf binders shall be furnished by the COTR and maintained by the Contractor at each additional fixed post. Officer's Duty Books and OEP shall not be removed from Government property or reproduced in any manner unless properly authorized in writing by the COTR.

B. Rules and Regulations Governing Conduct on Federal Property: Title 41, Code of Federal Regulations, Part 102-74, Subpart C (2003) at <http://www.gpoaccess.gov/cfr/index.html>.

C. Office of Federal Protective Service Policy Handbook (PBS P 5930-17C)

This handbook contains the basic procedures and uniform/grooming standards applicable during the course of the contract. To receive a copy of this handbook contact the Contact Specialist or the COTR.

9. EQUIPMENT, UNIFORMS AND MATERIALS

A. Use, Accountability and Care of Government Furnished Property

(1) Items to be furnished by the Government

The following supplies, material, and equipment will be furnished by the Government:

(a) Electrical and mechanical equipment where installed, such as alarm and surveillance systems, radio repeaters, base and mobile (vehicle) radios, computer systems, automated entry control devices, closed circuit televisions, including written operating procedures and instructions. Complete and current inventories of equipment will be maintained by the Security office with the COTR's knowledge.

(b) Repair and maintenance of equipment in paragraph (a).

(c) One (1) copy with amendments of PBS P 5830-17C (Office of Federal Protective Service Policy Handbook) with applicable chapters to meet contract requirements.

(d) Officer's Duty Book and OEP including all inserted information required. The COTR will provide all initial information and changes. The Contractor will be responsible for posting the changes in the Officer's Duty Book and OEP.

(e) Telephones deemed necessary by the Government for the conduct of official Government business under this contract.

(f) Guard office computer, office equipment, excluding office machines (as deemed necessary by the Government).

(g) All administrative forms prescribed for use by Contractor employees while on duty may be obtained by contacting the COTR.

(h) Locking cabinet or safe for weapons and ammunition storage. Area for storage of personal items, i.e., handbags, while on duty.

(i) Building utilities and services will be afforded the Contractor in accordance with established IRS operational procedures. This includes the use of concession facilities, when open, rest rooms, and the use of medical facilities when available for emergency purposes.

(j) Classrooms for on-site training of contractor personnel as needed for the purpose of instruction in the understanding and operation of all fire alarm systems, security systems, or devices and emergency operation procedures.

10. Accountability for Government Property

All property furnished by the Government under this contract shall remain the property of the Government. Upon termination of the contract, the Contractor shall render an accounting of all such property which has come into his possession under this contract. All equipment issued by the Government to the Contractor will be issued on IRS Form 1930 (Receipt of Property) or other similar document. Any property furnished by the Government to fulfill contract requirements, which is lost, damaged, or resulting from improper use or negligence by the Contractor's employees, shall be replaced by the Government. The cost of such repairs or replacement shall be deducted from the Contractor's invoice.

11. Use of Government Property

Government property (to include telephones) shall be used for official Government business only in the performance of this contract. Government property shall not be used in any manner for any personal advantage, business, gain, or other personal endeavor by the Contractor or the Contractor's employees.

12. Safeguarding Government Property

The Contractor shall take all reasonable precautions as directed by the Government, or in the absence of such direction, or in accordance with sound industrial practices, to safeguard and protect Government property.

13. Malfunctioning Of Government Property

The Contractor shall be responsible for reporting to the COTR the malfunctioning of any Government equipment used by the Contractor's employees.

14. Use, Accountability, And Care Of Contractor's Furnished Items

A. Items To Be Furnished By the Contractor

The Contractor shall furnish and maintain in acceptable condition all uniform items and equipment necessary to perform work required by this contract.

(1) Equipment:

(a) Motorized Patrol Equipment: The Contractor shall furnish sufficient vehicles as described in Attachment 2, Patrol Equipment Requirements.

(b) Firearms and Ammunition: Firearms shall be furnished as individually issued personal equipment to each guard, uniformed on-site manager, and supervisor. Privately owned firearms are not authorized for use while on duty, and shall not be brought onto the premises at any time. Firearms shall be .38 caliber, 4" barrel, standard police service type revolver only. Other weapons loaded with .38 caliber ammunition will not be accepted by the Government as meeting the requirements for a .38 caliber, 4" barrel, standard police service type revolver. The restriction precludes caliber .357 Magnum revolvers, and allows only revolvers chambered for caliber .38 Special. The COTR is responsible for ensuring the firearms furnished are in compliance with requirements outlined herein. Appropriate and ample supplies of firearms upkeep and maintenance equipment (cleaning solvents, lubricating oils, rods, brushes and patches, and other normal maintenance tools) shall be provided by the Contractor. Firearms shall be cleaned and oiled, as weather and environmental conditions may require, ensuring optimum operating condition.

(c) Firearms shall be handled in a safe and prudent manner. Loading and unloading of ammunition and the cleaning of firearms shall take place in designated areas only (weapons loading barrel).

(d) All weapons and associated ammunition shall be stored in accordance with safeguard standards.

(e) Unless required in the performance of assigned duties, no firearms shall be removed from the premises. When not in use, all firearms shall be stored in a safe or other metal cabinet, which complies with Government standards for storage of weapons. Firearms shall be returned to and inspected by the Shift Supervisor at the end of each tour of duty. All firearms shall be accounted for. On-site shift supervisors and guards shall enter accurate receipt and return on a firearms and equipment control register provided by the COTR.

(f) Ammunition for authorized firearms shall be provided by the Contractor. Each guard, entering duty, including the On-Site Project Manager and Shift Supervisor(s) shall be issued eighteen (18) rounds of caliber .38 Special 125-grain Plus P Jacketed Hollow point cartridges.

Unless otherwise specified, six (6) rounds shall be issued as firearm load with two speed loaders containing six (6) rounds each. Ammunition shall be inspected daily to ensure it's safe and effective use.

(g) Ammunition used to qualify and perform quarterly shoots shall be standard velocity, 158-grain SWC bullets.

(h) In addition, 250 rounds of ammunition shall be provided and stored on-site to accommodate emergencies, and also to be available in the event additional services are ordered.

(i) All weapons and ammunition shall be stored separately in a locked metal cabinet or safe as specified and furnished by the Government. The cabinet or safe shall remain locked at all times other than when weapons and ammunition are being issued or returned. The weapons and ammunition will be issued by the On-Site Project Manager only, or in the absence of the On-Site project Manager, the Shift Supervisor may issue weapons and ammunition. The issuance of weapons and ammunition may be implemented only after the storage cabinet safe and control forms are available for use on the work site(s). The Contractor shall be responsible for having locks or combinations changed at least once every six months or more often if warranted. IRS will be responsible for payment to have the combination changed.

(2) Uniforms:

(a) Uniform type and the wearing of same shall conform to standards and usage prescribed in the Office of Federal Protective Service Policy Handbook, Chapter 22.

(b) The color of the Contractor's guard force uniforms shall be a color in general use by large guard or police organizations. All employees performing under this contract shall wear the same color and style of uniform. Appropriately styled feminine uniforms shall be worn by female members of the guard force. After contract award and prior to performance, the COTR shall determine the acceptability of fabric, style, color, etc., of uniforms and of conformance with the uniform standards in Chapter 22 of the Office of Federal Protective Services Policy Handbook.

(c) Appropriately lettered breast and cap badges, indicating the jurisdiction from which police authority is obtained shall be worn as part of the uniform providing such authority as granted under state and local laws. Shoulder patches lettered to indicate the identity of the Contractor shall be worn on the left shoulder of the uniformed jacket and shirt.

Identification nametags shall be worn centered ½ inch above the right pocket flap of the outermost garment. No other identification of the Contractor or Employee shall be worn or displayed on the uniform.

(d) The Contractor shall, prior to the contract performance date, submit to the COTR documentation that uniforms and equipment have been issued to each employee. The Contractor shall issue a sufficient quantity of uniform items to ensure that each guard is in proper uniform while on post.

NOTE: Uniforms and equipment do not have to be new, but must be in good condition and meet the standards outlined in the Office of Federal Protective Service Policy Handbook PBS P 5930.17C, Chapter 22. Contractor shall provide all uniforms, equipment items, licenses, permits, etc., to guards at no expense to the guards.

(e) The uniform shall only be worn when the officer is on official duty or when the officer is in transit between his/her place of residence and duty station.

(f) Shoes shall be low quarter or high topped, lace type with police or plain toe and standard heel. The color of the shoe shall match the color of leather equipment accessories. Any deviation must be approved by the COTR.

(g) Uniform accessories and equipment and the wearing of same shall conform to standards and usage prescribed for Office of Federal Protective Service Policy Handbook, PBS P 5930.17C, Chapter 22. The color of the uniform accessories and equipment shall be standard black, brown, or silver as may be appropriate to match the uniform. All guards shall wear the same color, style, or type of uniform accessories and equipment.

NOTE: NO GUARD MAY ENTER ON DUTY UNTIL HE/SHE HAS A COMPLETE UNIFORM (INCLUDING ACCESSORIES) MEETING THE STANDARDS CONTAINED IN PBS P 5930.17C CHAPTER 22.

15. Supplementary Equipment:

Each guard on duty shall be equipped with supplementary equipment as appropriate to the operations, including, but not limited to:

A. notebook, pens, pencils;

B. replacement flashlight batteries, and bulbs;

C. traffic control safety apparel: reflective vest, gloves, etc.;

D. inclement weather clothing (raincoats, cap covers, overcoats, overshoes, mittens, etc.); all inclement weather clothing must be identical in style and color for each guard.

E. Guards shall not be permitted to provide themselves with any unauthorized supplemental or personal equipment, such as chemical agent devices, concealed firearms, knives, "come-alongs", or other such non-standard items. The Contractor shall provide and maintain, on-site, an adequate supply of supplementary equipment.

16. Communication Equipment:

Contractor shall furnish and maintain in acceptable condition.

A. Handheld Radios

(1) Each guard will be issued, during their shift, a handheld portable radio and microphone programmed with all available local IRS frequencies as assigned by the COTR.

(2) All handheld radios are required to be compatible with the government supplied repeater and mobile (vehicle) communication system that are presently in place.

(3) All contractor furnished communication equipment must be equivalent to the Motorola Saber series radios.

B. Privately owned radios are not authorized for use while on duty, and shall not be brought onto the premises at any time.

C. The Contractor shall provide and maintain, on-site, an adequate supply of replacement radios, batteries, microphones, and antennas for their portable radios.

17. QUALIFICATIONS

A. General

To be eligible to perform under this contract, each contract employee must meet and maintain, to the satisfaction of the COTR, the following education, experience, health, and security requirements. The COTR will perform a pre-hire review of all personnel applications to ensure requirements are met.

(1) Education/Experience

Each employee must possess a high school education or equivalency, and have two (2) years of experience demonstrating;

- (a) the ability to meet and deal with the general public;
- (b) the ability to read, understand and apply printed rules, detailed orders, instructions, and training materials;
- (c) the ability to maintain poise and self control under stress;
- (d) the ability to construct and write clear, concise, and accurate detailed reports;
- (e) proficiency in the use and safe handling of a .38 caliber service type revolver prior to entry on duty;
- (f) any type of military service which may be credited toward meeting the requirements in (1) (a) through (d), but excluding (e).

(2) Health and Physical Fitness Requirements:

(a) The Contractor shall insure that all employees assigned are well proportioned in height and weight, and in good general health without physical defects or abnormalities, which would interfere with the performance of duties.

(b) All employees should be free from any communicable disease. They shall possess binocular vision, correctable to 20/20 (Snellen), and shall not be colorblind. They shall be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without benefit of artificial hearing devices. Physical fitness shall be evidenced on Standard Form 78, Certificate of Medical Examination (Attachment 10). Physical examination shall be administered by a licensed physician. The necessary forms will be supplied by the Government. Payment for medical examinations will be made by the Contractor at no expense to the Government.

(c) Every employee is required to pass a physical examination every two (2) years.

(d) For employees who have submitted certificates of medical examination while employed by a contractor who is subsequently replaced by another contractor, in the same building, the new contractor is not required to submit another certificate if the original certificate was submitted in the past 2 years, unless specifically requested to do so by the Contracting Officer or his/her representative.

(e) The Contractor shall provide a copy of a drug test plan to be approved by the COTR.

(f) Officer's medical/health characteristics shall be monitored during the course of the contract by the on-site manager for determination of ability to perform his/her duties. Any employee not meeting acceptable medical/health characteristics will be removed from the contract.

(3) Security Requirements (Non-Classified Contract)

A. Completed Background Investigations, a xerox Copy of a valid driver's license, Fingerprint Charts, and Statement of Personal History are required for all officers of the firm who for any reason may visit the work site during the period of this contract and for employees who have access to the building in performance of the contract work. These items shall be submitted for replacement employees before entrance on duty. The Government will furnish necessary forms. If the Contracting Officer receives an unsuitable report on any employee after processing of these forms, or if the COTR finds a prospective employee to be unsuitable or unfit for his assigned duties, the Contractor shall be advised immediately that such employee cannot continue to work or be assigned to work under the contract.

B. Every employee must be cleared for suitability according to the requirements of the contract every two (2) years.

C. For employees cleared while employed by a contractor that is subsequently replaced by another contractor in the same building, the new contractor is not required to submit another set of these forms, if the employee has been cleared within the past two years, unless specifically requested to do so by the COTR.

D. The Government shall have, and exercise full and complete control over, granting, denying, withholding, or terminating clearance for employees. The Government may, as it deems appropriate, authorize and grant temporary clearance to employees of the Contractor.

E. However, the granting of a temporary clearance to any such employee shall not be considered as an assurance that full clearance will follow as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the withdrawal or termination of any such clearance by the Government.

F. All contractor employees shall be a minimum of twenty-one (21) years of age (age requirements waived for veterans of military service and for active duty military personnel).

18. Special Requirements for Supervisor and Key Personnel

Supervisors must be individuals of integrity who display a mature attitude and exercise good judgement. Each supervisor shall have a minimum of two (2) years of successful supervisory experience in the security or law enforcement field. Key personnel such as dispatch officers are considered essential to the work being performed under this contract. The names and titles of the Key Personnel proposed by the Contractor shall be incorporated into and become a part of the contract.

19. TRAINING

A. General

Each contract employee shall receive as a minimum the amount and type of training as indicated in this Section. The Contractor shall provide remuneration due the employees for attendance of the training.

B. Training Schedule and Plan

The Training Schedule and Plan, Attachment 6, shall be prepared by the Contractor and submitted to the COTR. The Government reserves the right to modify, amend, and/or revise the Training Schedule and Plan as deemed necessary for the integration and scheduling of Government provided training. (It is suggested that prior to the completion of the Training Schedule and Plan, the Contractor coordinate with the COTR.) No additional costs shall be charged the Government for revisions or amendments unless such revisions or amendments result in an increase to required training hours, or otherwise affect the cost of providing the required training. The Contractor shall follow the format of Attachment 6, Training Schedule and Plan, in preparing and reporting scheduled training.

C. Instructor Qualifications

All formal training required shall be administered (i.e., taught, presented) by persons who are certified as being qualified to instruct or teach the specific subject or topic required. Certification to instruct the specific subject shall be in the form of a certification issued by an accredited institution of learning (school, college, university, etc.), a governmental entity (Federal, State, County, etc.), education certification body (agency, board, commission, etc.), or by documentation that the person instructing has sufficient experience in/with the subject to be able to instruct the subject in an authoritative, practical and current manner. Such certification (documentation of training) shall be filed with the COTR. Certification of instructors, or request for consideration of technical proficiency in lieu of, shall be submitted with the Training Schedule Plan.

D. Minimum Training Requirements**(1) Security Officer (Uniformed) Training – Classroom Training**

The Contractor shall submit evidence that each contract guard and supervisor has been trained and certified as required in the subject areas outlined in, Attachments 3 and 4 (CPR and First Aid training will be completed prior to the commencement of the contract and each year upon renewal of the option period).

All contract guard employees shall pass a written test and must achieve a score of 75% correct answers or better. The Government will administer the written test.

(a)(i) Each contract guard employee, including supervisors, shall pass a written test on all subjects in Attachments 3 and 4. Should an employee fail the written test on the initial attempt, he/she may, at the discretion of the COTR, be given one additional opportunity to retake the written examination within a 30-day period.

(ii) Applicants may retake the written examination once but shall not be permitted to take more than two written examinations within a 30-day period. The time for retesting shall be approved by the COTR. The retesting schedule and location of retesting shall be determined by the COTR. Employees failing subject examination shall not be permitted to work under this contract. Any travel or additional costs incurred by the Contractor for retesting of contract employees will be at the Contractor's expense and is not reimbursable by the Government.

(iii) The written examination including firearm safety will be conducted at the location approved by the COTR. It shall be the responsibility of the Contractor to secure a location for training and firearms qualification and any cost incurred within these sites will be at the Contractor's expense and shall not be reimbursable by the Government. The Contractor shall be responsible for notifying the COTR when his applications are ready to take the written and firearms qualifications tests.

(iv) The Government will provide to each guard, at no cost, one copy of the textbook, "Security Officer (Uniformed) Training Instructor Guide" covering the subjects specified in Attachment 4. The textbook will be provided to the Contractor with the notice of award of the contract.

20. Firearms Instruction and Qualification

A. The firearms qualification will be administered by the Contractor (qualified firearms instructor) and monitored by the Government. The Contractor shall provide instruction in the nomenclature, functions, and proper safe use of the firearm, and shall qualify each prospective guard annually with the issued firearm prior to entry to duty. Firearm classroom instruction must be completed prior to firearm qualification of employees both at the time of the initial qualification and each subsequent annual qualification. Contract guard employees who fail the firearm instruction will not be permitted to take the firing qualifications test until he/she has passed the classroom instruction test. The criteria and standards set forth in Attachment 4, Contractor Training, shall be provided by the Contractor. Attachment 5, Federal Law Enforcement Training Center, Practical Pistol Course, shall be used. All instructors and qualified officials are subject to the approval by the COTR. Written certification of each prospective employee's firearm qualification as described in the Pistol Qualification Record, Attachment 8, shall be submitted to the COTR prior to the employee's entry to duty. Unless qualified with issued .38 caliber firearm, with a minimum score of 240, a prospective employee cannot perform duties under the terms of this contract. The firearms qualifications testing shall be limited to two opportunities unless a waiver is granted by the COTR.

B. After initial qualification, each contract guard employee is required to fire quarterly, but shall qualify annually. The quarterly fire will be a requirement to successfully qualify during the annual fire. Officers will not qualify unless the quarterly fires have been completed. The COTR retains the right to waive the quarterly fires.

21. Assignment to Duty

Assignments as a guard under this contract will not be made until both written and firearms tests have been successfully completed.

22. OJT Training

A. All security shift supervisors and guards shall undertake and successfully complete additional one-on-one, OJT and orientation on the following posts before assigned to duty:

- (1) Dispatch (posts 3 & 4)
- (2) Door F (post 6)
- (3) Patrol (post 5)
- (4) Utility (post 8)

B. This training will be given on the duties, responsibilities, and orders applicable to each particular post.

23. Facility Training

Each Officer, whether guard or supervisor, shall be familiar with all requirements for a specific facility before being assigned to it. The Contractor will provide this training at the facility prior to the employee performing duty. Each employee may be asked questions concerning these areas by the COTR or authorized representative of the IRS. Inability to answer questions may require additional training and orientation to be conducted by the Contractor at no additional cost to the Government.

24. Post Orientation

When guards are assigned to a post on which they have had no prior duty experience, they will be given one-on-one, on the job orientation concerning the requirements and procedures applicable to that particular post. This orientation will be given at the beginning of each guard's first tour of duty on the new post.

25. State Required Training

The Contractor shall also provide training as required by the State or City and shall ensure that all training and licensing requirements are met for each guard at no additional cost to the Government.

26. Follow-up Orientation

The Contractor shall provide follow-up orientation for each employee within fourteen (14) calendar days of their initial assignment to duty. This orientation may be accomplished while the guards are on duty. The Contractor shall certify, in writing, that completion of follow-up orientation was provided to each guard. This certification shall be submitted to the COTR. The follow-up orientation shall include the following:

- A. Policy and specific procedures for responding to emergencies, bomb threats, incendiary devices, disasters, etc., one (1) hour on each post.
- B. Location, procedures for, and operation of fire alarms, sprinkler valves, and fire-fighting equipment – one (1) hour.
- C. Procedures for the operation of security systems – one (1) hour on each.

27. Permanent Post Orders

When new orders or changes in orders are issued, supervisors will ensure that all guards are briefed and have a clear understanding of the orders. Documentation will be provided to the COTR as to the completion of this briefing.

28. Replacement Employees

All replacement employees shall meet the training requirements under the conditions set forth herein. The Contractor's turnover of personnel, which in turn causes an excess cost of training is not reimbursable by the Government.

29. Proficiency Examination

A. Subsequent to assignment, a comprehensive Tenured Officer Examination shall be administered annually to all employees currently providing protection under this contract along with any reserve officers on the employee rolls. Predicated upon the successful passing of the proficiency examination, officers may or may not receive partial waiver(s) from training. Excluded from any proficiency examination waiver provisions, is annual training involving Firearms Use and Qualifications, CPR, Emergency Medical Assistance, Fire-Fighting and Disclosure Laws. The proficiency examination shall be prepared

and administered by the Government (IRS). To be eligible for partial waiver(s), of training in a particular subject, a guard shall be required to score a minimum of 75% in that particular subject area. A guard may be considered as being eligible for a waiver on all training covered in the proficiency examination if a minimum score of 75% is achieved in each separate topical subject. The examination shall consist of questions involving:

- (1) Organization and Mission of the Facility
- (2) Authority, Duties and Functions of a Security Officer
- (3) Employee and Public Relations
- (4) Response to Emergencies
- (5) Elements of Security Systems
- (6) Post Orders and Procedures
- (7) Access Controls and ID Media
- (8) Response to Crimes in Progress
- (9) Use of Handcuffs
- (10) Patrol Methods
- (11) Traffic Control
- (12) Communications
- (13) Report Writing and Interviewing

B. The authority to grant waivers of training will rest with the COTR. Waivers will be in writing and filed in the appropriate personnel files. The COTR shall be the final authority in granting or denying waiver(s).

30. Supervisor Training

A. All supervisors working under this contract shall successfully complete supervisory training and orientation in addition to basic training. The Contractor shall provide this training, which shall be formal, classroom training, and shall be approved by the COTR. Supervisory training shall be specialized to include at least the following management areas:

- (1) Techniques for Issuing Written and Verbal Orders,
- (2) Uniform Clothing and Grooming Standards
- (3) Post Inspection Procedures,
- (4) Employee Motivation,
- (5) Proper Radio Techniques and Communication Procedures,
- (6) Procedures for Issuance of Parking and Traffic Citations

B. This training shall be provided to all supervisors before they enter on duty. The Contractor shall maintain documentation of this training at the home office and shall forward copies of documents to the COTR prior to the employee beginning work under this contract.

C. All supervisors/Sergeants shall successfully complete forty (40) hours of radar gun training before appointment to perform supervisory duties. This training shall be in accordance with State and Federal standards and any other requirements for law enforcement officers to operate a radar gun. The Contractor will provide a copy of the letters of certification to the COTR.

(1) The instructor for this training must be qualified and State or Federally certified as an instructor in this field. Evidence of the instructor's qualifications will be presented to the COTR before training commences.

(2) Supervisory personnel shall be re-certified at least every three (3) years or more often if required by State standards. The re-certification training is an eight (8) hour course.

31. Supplemental Training

In addition to the Pre-Performance and On the Job Training (OJT) established herein, the following supplemental training shall be provided and scheduled by the contractor at no additional expense to the Government:

A. Security supervisory personnel shall be required to attend monthly security meetings of no more than two (2) hours in duration, as presented by the Government. Topics to be discussed will include, but will not be limited to, the assessment of current security methods,

systems and personnel deficiencies and corrective actions, new programs impacting upon security, etc.

B. All security shift supervisors and those guards to be assigned as primary and alternates to the Dispatch post shall undertake and successfully complete training concerning the use of the computer systems used at the Dispatch console. After the training has been completed the officers shall successfully complete two (2) weeks of intensive OJT orientation prior to assignment to duty.

32. Training Inspection

A. All training must be approved and completed to the satisfaction of the COTR. The Contractor shall submit training proposals, which should include methods for providing specialized training and methods for evaluating an officer's training.

B. The Contracting Officer, COTR, or a designated representative is authorized to inspect, monitor, and evaluate the conduct of all training. Reports by the evaluator relative to the status, progress, and effectiveness of training will be coordinated with the COTR.

33. Waivers

The COTR may waive a portion of all of the training requirements for the following circumstances:

A. When unusual, immediate, shortage of regularly assigned full time, guards exists,

B. When the contract is amended to increase, within fourteen (14) calendar days of notification, the amount of required man-hours.

C. The Contracting Office or the COTR shall limit the use of any untrained guard for a period not to exceed an accumulative total of forty (40) hours during the term of the contract. However, no guard will be allowed to enter on duty until such time as firearms training and qualification are properly certified. A sample of the Waiver of Training is in Attachment 12.

34. Additional Services

a. Additional Services are ordered to satisfy the Government's short-term nonrecurring needs for Security Guard Services. Should a continuing need for additional services arise, a supplemental agreement contract modification will be negotiated pursuant to the "Changes" clause in the contract.

b. Only the Contracting Officer and the COTR, or the COTR's duly authorized representative, are authorized to order Additional Services, on a Time and Materials (T&M) basis. A "Not to Exceed" amount calculated as the estimated maximum number of hours multiplied by the Section B CLIN for Additional Services negotiated hourly rate, plus the cost of materials, if any, needed to accomplish the task, must be agreed upon prior to performing the ordered services. T&M orders for additional services are to be placed in writing by the Contracting Officer or the COTR (or the COTR's duly authorized representative), on a signed Notice of Authorization of Additional Services. The COTR or the COTR's duly authorized representative is authorized to order services not in excess of \$2,500.00. In case of emergency, as defined by the Government, oral orders may be placed and confirmed in writing by the COTR.

c. The Notice of Authorization of Additional Services will describe the services required, and include the Not to Exceed amount and the Notice of Authorization number.

d. Invoice(s) for additional services ordered shall be submitted as described in Section G, Paragraph G.3.d.

e. The Government reserves the right to unilaterally modify the contract to increase or decrease the funded amount for Additional Services established in the contract.

CANINE EXPLOSIVE DETECTION SERVICES PERFORMANCE WORK STATEMENT

1. The contractor shall provide all non-personal Canine Explosive Detection Services (CEDS) trained and qualified canine explosive detection teams and related services: labor, supervision, management, explosives detection canines, canine teams and canine qualified handlers/guards, kennels, food, water, nourishment, veterinarian services, equipment, supplies, materials, travel and transportation, and vehicles. The contractor shall also obtain and provide all training aids, facilities, and licenses necessary to ensure the canine team's proficiency in detecting explosives. The contractor is responsible for planning, scheduling and coordinating effective CEDS performance. The contractor shall be responsible for ensuring that the CEDS teams meet CEDS qualifications, training, certification, maintenance and test, and quality assurance requirements.

A. Required Operational (Typical) Duties

(1) Inspecting all incoming mail, packages and other deliveries to the IRS facility prior to delivery to and receipt by IRS personnel (such as, but not limited to: U.S. Postal Service mail could be inspected at the Post Office Receiving Site, at a designated area within the IRS facility parking areas, at the IRS facility loading docks, or other IRS areas designated by the IRS COTR).

(2) Inspecting any suspicious packages found within the facility (to include off-site facilities as required by the Government, on an as-needed basis).

(3) Inspecting facilities, buildings and vehicles as requested by the Government, such as, but not limited to: bomb threat evacuation drill exercises, bomb threat situations, bomb threat evacuations.

B. The contractor shall contact the IRS COTR, prior to starting any CEDS work. The IRS COTR will provide the contractor with information regarding the IRS management officials or IRS certifying officials responsible for the reviews of CEDS performance before starting any CEDS work on the IRS site.

C. The contractor shall give priority to CEDS inspection of mail, deliveries, suspicious objects and vehicles. If there is any question about CEDS inspection priorities, the contractor shall immediately notify the IRS COTR(s). Other typical duties shall include, but are not limited to: inspection of vehicles, luggage, warehouses, buildings and offices, exterior areas, such as: the edges of buildings, parking lots and campus perimeters. The duty book and post order(s) will provide specific typical instructions for CEDS Post Order 28 (see Exhibit 2, Post Order 28).

D. The Government may require flexibility in CEDS schedule adjustments and the number of teams, as well as flexibility if the Government requires CEDS for any off-site locations (such as, but not limited to: a bomb threat situation). The IRS COTR will be responsible for coordinating such CEDS changes, provided that they do not cause any adjustments to the respective firm-fixed price rates.

E. However, if the flexibility in the CEDS changes will cause adjustments to the firm-fixed price rates or will require additional funding, subject to availability of funds, and does not constitute an imminent emergency, then such CEDS changes may be subject to prior bilateral, written contract modification(s).

F. If there is any imminent emergency situation related to the CEDS services, the contractor shall immediately notify the IRS COTR, who will immediately notify the IRS Contracting Officer, subject to availability of funds.

2. CEDS LEVELS, COVERAGES AND AND SCHEDULES

A. Annual Periods of Performance (Government Fiscal Year):

Contractor shall confirm hours, days and work schedules with the IRS COTR prior to actual work being performed.

(1) From October 1 to January 24 (Non-Peak Season):

- * Monday - Friday, 12 hours per day, 60 hours per week

(2) From January 25 to April 30 (Peak Season):

- * Monday - Saturday, 18 hours per day, 108 hours per week

(3) From May 1 to September 30 (Non-Peak Season):

- * Monday - Friday, 12 hours per day, 60 hours per week

(4) CEDS Adjustments

- * The Government estimates up to 336 hours per year for CEDS adjustments. No guarantees are made.

B. Emergencies, Other Situations (Adjustments)

The CEDS team(s) shall respond immediately to notification from the Government of any CEDS adjustment situation, such as, but not limited to: bomb threats, bomb threat evacuation drill exercises, bomb threat evacuations (subject to availability of funds). If the team(s) is (are) located on-site at the time of notification, response to the threat site shall be made within five (5) minutes of notice. If the team is (are) off-site, response shall be made within thirty (30) minutes of notice, subject to availability of funds.

3. CEDS QUALITY ASSURANCE AND INSPECTION BY CONTRACTOR

The contractor is responsible for establishing and maintaining CEDS quality assurance and inspection in order to furnish the following:

A. CEDS QUALIFICATIONS AND TRAINING REQUIREMENTS

(1) The contractor shall provide CEDS canine handlers and canines meeting the following requirements:

Canine Handler Traits

Each canine handler shall possess certain traits such as:

- (a) Temper Control
- (b) Patience
- (c) Self Discipline
- (d) Maturity
- (e) Neatness

(2) Canine Handler Experience

Each canine handler shall possess unquestionable integrity, mature attitude, and exercise good judgment. Each canine handler shall have a background with a minimum of two years of successful experience in security (law enforcement, military service, or commercial or industrial guard service) and have a minimum of 2 years experience with canines, however, not necessarily within law enforcement. A key personnel resume for each canine handler shall be submitted to both the IRS COTR and the IRS Contracting Officer. The contractor is responsible for providing prior written notifications of any proposed key personnel changes, to the IRS COTR and the IRS Contracting Officer. Key personnel changes are subject to the IRS' prior approvals. Once certified through an accredited canine training program, the canine handler shall be considered a security specialist equal to a supervisor.

B. CANINE HANDLER TRAINING

Each canine handler shall possess the following completed training, and shall demonstrate both knowledge and proficiency in all listed subject areas. As a minimum (but is not limited to), each canine handler shall have completed training in the following:

- (1) Fundamentals and Handling Techniques for Explosive Detector Dogs
- (2) An exposure to and hands on familiarity with common Military and Commercial Explosives, including composition, combinations and bases.
- (3) Fundamentals of Explosive Devices
- (4) An overview of common Improvised Explosive Devices (IEDs) including recognition, structure and composition.
- (5) Protocol for the explosive search.
- (6) Preparation and manipulation of the security environment.
- (7) Execution of effective searches in various environments.
- (8) Setting up, preparing and executing routine training scenarios.
- (9) Preparing and maintaining documentation to ensure thorough maintenance and search training.

C. TRAINING, TESTS AND CERTIFICATIONS

(1) The contractor shall develop and shall furnish training which:

(a) Successfully prepares canines to meet and to pass the Treasury Odor Recognition test.

(b) Successfully prepares canines and handlers to meet operational certification.

(c) Successfully sustains canine and handler proficiency throughout contract performance.

(d) Successfully responds (responsive) to independent testing and certification by the IRS.

(2) Canine Training

(a) Explosives detection canine training is a two-phase process. In phase one, the canine must learn to recognize and be alert to various explosives odors. The ability of a canine to recognize explosives odors is the foundation for any explosives detection canine program. It is essential that the canine be able to demonstrate its ability to recognize explosives odors before leaving phase one and becoming a fully operational canine. In this phase of training, the canine will be exposed to the five basic explosive groups, including chemical compounds used in more than 19,000 explosive chemical formulas.

(b) In phase two, the canine is trained to use this ability operationally in the environment where it will work. Internal Revenue Service will review operational training and provide final certification of a canine's effectiveness in an operational environment.

(3) Canines

Each Explosive Detection Canine shall be a graduate of an accredited explosive detection training program and shall be trained to meet the Department of Treasury Odor Recognition Proficiency Standard for Explosives Detection Canines (Exhibit 1).

(4) Canines Quality Assurance

The Contractor shall ensure that established quality assurance standards of veterinarian care, training and canine well-being are maintained and inspected. The Contractor shall provide related quarterly reports to the IRS COTR and the IRS Contracting Officer regarding the following list. Specifically, the Contractor shall be responsible for:

(a) Utilizing the Canines for bomb detection no longer than 75% of each hour scheduled to provide EDD services. Each Canine must be provided with ample opportunity to rest and/or be active outside the parameters of their job responsibilities during the remaining 15-minute period.

(b) Ensuring the well being and readiness of Canines by establishing and maintaining medicine and health care for the Canines.

(c) Conducting training to maintain 95% plus level of proficiency and assuring annual re-certification of Canines.

(d) Maintaining comprehensive knowledge of explosive detection and Canine care and handling.

(e) Maintaining comprehensive knowledge of law enforcement rules/regulations, practices and procedures pertaining to bomb threats, detection, and emergencies.

(f) Maintaining environmentally-controlled vehicle equipped with kennel or cage for efficiently and safely transporting Canines.

(g) Maintaining environmentally-controlled kennel for efficiently and safely housing Canines.

D. CERTIFICATION REQUIREMENTS

Prior to deploying CEDS canine teams, the contractor shall be responsible for providing the following written certifications to the IRS COTR and IRS Contracting Officer:

(1) Certification that each canine passed the Odor Recognition Proficiency Test as specified by the Department of the Treasury Odor Recognition Proficiency Standard for Explosive Detection Canines. The test must be administered per the testing methods and procedures specified by the Treasury Standard. This written certification must specify that the canine successfully detected these explosives:

- (a) Black powder (free flowing, time fuse, or safety fuse)
- (b) Double-base Smokeless Powder
- (c) Dynamite (containing EGDN and NG)
- (d) PETN-Based Detonating cord
- (e) RDX-based Detonating cord or C-4
- (f) TNT
- (g) SEMTEX
- (h) Chlorate-based mixtures
- (i) Nitrate-based mixtures
- (j) Perchlorate-based mixtures

(2) Operational Certification which includes:

- (a) An evaluation of canine resources to meet workload
- (b) Discussion of proficiency training and trails for each canine team in the operational environment of the IRS center.

Canine teams must achieve a 95% detection rate in the operational environment.

- (c) An evaluation of each canine team to ensure performance of required tasks.

(3) Veterinary Certification of each canine's health to perform detection tasks

- (a) Off-leash obedience testing, e.g., response to basic obedience commands by voice, hand gesture or both to heel, sit, down, come, and stay.

- (b) Written certification that the canine works reliably around other canines and large groups of people without becoming aggressive.
- (c) Evaluation of kenneling arrangements, vehicles, and support facilities.

E. TESTS BY GOVERNMENT

(1) During contract performance, the Government reserves the right to test the contractor's response time to bomb threat emergencies, and test each canine's ability to locate explosives. Testing may be made at any time during the term of the contract without prior notice. IRS anticipates performing approximately five tests per month. Increased testing will be made in cases of deficient performance.

(2) During contract performance, the IRS Program Manager will schedule the Government's independent testing and operation certification of canine teams. Independent testing and certification will occur at least annually. If a canine team fails an IRS administered test or certification, the official administering the test and certification will, in consultation with the Contractor, evaluate the reason(s) for the failure and schedule the canine for further training and retesting.

(3) This minimum Odor Recognition Proficiency Standard (the Standard), which employs an odor recognition proficiency test (the test), is established to determine whether or not a canine can successfully recognize explosives odors.

(4) The test is intended to be used in conjunction with any training methodology and to provide a standardized method for assessing a canine's ability to recognize explosives odors.

(5) Successful completion of this test does not indicate proficiency in operational environments. Odor recognition, operational training, and testing using varying amounts of explosives odors are the responsibility of each agency.

(6) Scope:

This test is only designed to assess a canine's ability to successfully recognize explosives odors. (Exhibit 2)

(a) Overview of the Test

(i) This test involves simple recognition of explosives odors. A blind test method is used. For the purposes of this test, blind testing means the handler will not know where the explosives samples are placed. This will help verify that the canine is actually recognizing explosives odors and not responding to any external cues.

(ii) An independent test administrator will be responsible for selecting and recording the placement of all sample containers (distraction odors and explosives odor samples) and evaluating the test results.

(iii) Use of this test by an agency is voluntary. At a minimum, agencies that do not validate the canine's ability to recognize and alert to all required explosives odors during their recurring operational validation should administer the test annually.

(7) Materials

(a) Uncontaminated distraction samples and explosives samples will be utilized. (See Distraction Odor Samples in Appendix A and Proper Handling of Explosives Samples in Appendix B to the Treasury Standard (Exhibit 1).)

(b) The quantity of explosives used for each test sample will measure from 15 grams up to one-quarter of a pound, with the exception of dynamite, which shall not exceed one-half of a pound. Detonating cord, time fuse, or safety fuse will not exceed 5 feet in length.

(8) Preparation of Sample Containers

In order to avoid cross contamination, proper handling and storage procedures must be strictly followed. Each test sample (explosive or distraction) will be placed in a clean, unused container, with a perforated top (e.g., unused cardboard box, metal paint can, etc.). All perforated sample containers must be identical. Each perforated container will be placed in a larger external container. All external containers must be identical. External containers do not have to be sealed or have lids. All containers will be absent of external markings and all perforations will be small enough to eliminate the presence of visual cues.

(9) Test Method

(a) Ten different explosives will be utilized, including six mandatory explosives and four elective explosives. (See Explosives Categories to be used for Testing in Appendix A to the Treasury Standard (Exhibit 1).) Each agency will select four elective explosives from the list of electives, based on its assessment of the threats it is most likely to encounter.

(b) Thirty sample containers will be prepared as described. Ten of these sample containers will contain the six mandatory and four elective explosives samples. Fifteen of the remaining sample containers will be filled with different distracters, and the remaining five sample containers will be empty.

(c) The sample containers will be spaced a minimum of 4 feet apart. The 10 explosives samples will be placed randomly among the 20 other containers. The test administrator will select the overall arrangement of the sample containers. Examples of arrangements include individual lines of 10 or fewer containers or circular configurations of 10 or fewer containers.

(d) To allow for sufficient odor availability, the sample containers must be in place for a minimum of 15 minutes prior to testing.

(e) Certain environmental factors (e.g., temperature and humidity) influence the vapor pressure of explosives. Therefore, the test should be administered in an area where the ventilation and conditions are consistent with the normal working

environment of the canine. Additionally, it is recommended that the following parameters for each test be recorded: time of day, temperature, weather conditions, quantity of each explosives sample, and amount of time between the placement of the last test sample and the start of the testing process (set time).

(10) Procedures

(a) Prior to starting the test, the following will be explained to the canine handler:

(i) The canine team will be allowed to search each sample container twice.

(ii) The handler will identify when the canine has made an alerting response and report it to the test administrator.

(iii) The test administrator will record the placement of the container where each alerting response is identified.

(iv) The canine will only be rewarded for correct alerts made on positive samples identified by the handler, and confirmed by the test administrator, during this test phase.

(v) The test administrator will evaluate the test results.

(11) Evaluation of Test Results

(a) PASS: To successfully pass the Odor Recognition Proficiency Test, the canine must make positive responses on all 10 explosives odors used in the test. The canine is allowed two responses on non-explosives samples.

(b) FAIL: The canine will fail the test if ANY explosives sample is missed or if more than two responses are made on non-explosives samples.

(c) If the canine fails the test, the agency's training staff should evaluate the reason for the failure and schedule the canine for further training. The test, in its entirety, should then be readministered.

(12) Annual Odor Recognition Testing:

Once a year EDD are required, at a minimum, to be re-certified and documented in writing that they have passed the Dept. of Treasury "Odor Recognition Proficiency Test". This re-certification is in addition to the annual testing conducted by the Government.

EXHIBIT 1
DEPARTMENT OF THE TREASURY
BUREAU OF ALCOHOL, TABACCO AND FIREARMS

ODOR RECOGNITION PROFICIENCY STANDARD
FOR EXPLOSIVES DETECTION CANINES

INTRODUCTION

The Secretary of the Treasury was authorized to establish scientific certification standards for explosives detection canines pursuant to the Omnibus Consolidated Appropriations Act of 1997. Section 653(a) of the act provides the following:

"Sec. 653. (a) Authorization. - The Secretary of the Treasury is authorized to establish a scientific certification standard for explosives detection canines, and shall provide, on a reimbursable basis, for the certification of explosives detection canines employed by Federal agencies, or other agencies providing explosives detection services at airports in the United States."

Explosives detection canine training is a two-phase process. In phase one the canine learns to recognize and alert to various explosives odors. The ability of a canine to recognize explosives odors is the foundation for any explosives detection canine program. It is essential that the canine be able to demonstrate its ability to recognize explosives odors before leaving phase one and becoming a fully operational canine. The Department of the Treasury's Odor Recognition Proficiency Standard was developed to meet this need.

In phase two, the canine is trained to use this ability operationally in the environment where it will work. Each agency is responsible for its own operational training and final certification of a canine's effectiveness in an operational environment. The Department of the Treasury recognizes that agencies with explosives detection canine programs have different training methods and standards, and that the operational environments in which explosives detection canines are used vary among agencies and are related to their specific missions. This Odor Recognition Proficiency Standard should be used to verify the canine's ability to recognize explosives odors in phase one. It does not replace an agency's operational certification process and does not "certify" a canine for operational deployment.

PURPOSE:

This minimum Odor Recognition Proficiency Standard (the Standard), which employs an odor recognition proficiency test (the test), is established to determine whether or not a canine can successfully recognize explosives odors.

The test is intended to be used in conjunction with any training methodology and to provide a standardized method for assessing a canine's ability to recognize explosives odors.

Successful completion of this test does not indicate proficiency in operational environments. Odor recognition, operational training, and testing using varying amounts of explosives odors are the responsibility of each agency.

SCOPE:

This test is only designed to assess a canine's ability to successfully recognize explosives odors.

OVERVIEW OF THE TEST-

This test involves simple recognition of explosives odors. A blind test method is used. For the purposes of this test, blind testing means the qualified handler will not know where the explosives samples are placed. This will help verify that the canine is actually recognizing explosives odors and not responding to any external cues.

An independent test administrator will be responsible for selecting and recording the placement of all sample containers (distraction odors and explosives odor samples) and evaluating the test results.

Use of this test by an agency is voluntary. At a minimum, agencies that do not validate the canine's ability to recognize and alert to all required explosives odors during their recurring operational validation should administer the test annually.

MATERIALS:

Uncontaminated distraction samples and explosives samples will be utilized. (See Distraction Odor Samples and Proper Handling of Explosives Samples in Exhibit 1.)

The quantity of explosives used for each test sample will measure from 15 grams up to one-quarter of a pound, with the exception of dynamite, which shall not exceed one-half of a pound. Detonating cord, time fuse, or safety fuse will not exceed 5 feet in length.

Preparation of Sample Containers:

In order to avoid cross contamination, proper handling and storage procedures must be strictly followed. (See Proper Handling and Storage Procedures in Exhibit 1.)

Each test sample (explosive or distraction) will be placed in a clean, unused container, with a perforated top (e.g., unused cardboard box, metal paint can, etc.). All perforated sample containers must be identical. Each perforated container will be placed in a larger external container. All external containers must be identical. External containers do not have to be sealed or have lids. All containers will be absent of external markings and all perforations will be small enough to eliminate the presence of visual cues.

TEST METHOD:

Ten different explosives will be utilized, including six mandatory explosives and four elective explosives. (See Explosives Categories to be Used for Testing in Exhibit 1). Each agency will select four elective explosives from the list of electives, based on its assessment of the threats it is most likely to encounter.

Thirty sample containers will be prepared as described. Ten of these sample containers will contain the six mandatory and four elective explosives samples. Fifteen of the remaining sample containers will be filled with different distracters, and the remaining five sample containers will be empty.

The sample containers will be spaced a minimum of 4 feet apart. The 10 explosives samples will be placed randomly among the 20 other containers. The test administrator will select the overall arrangement of the sample containers. Examples of arrangements include individual lines of 10 or fewer containers or circular configurations of 10 or fewer containers.

To allow for sufficient odor availability, the sample containers must be in place for a minimum of 15 minutes prior to testing.

Certain environmental factors (e.g., temperature and humidity) influence the vapor pressure of explosives. Therefore, the test should be administered in an area where the ventilation and conditions are consistent with the normal working environment of the canine. Additionally, it is recommended that the following parameters for each test be recorded: time of day, temperature, weather conditions, quantity of each explosives sample, and amount of time between the placement of the last test sample and the start of the testing process (set time).

PROCEDURE:

Prior to starting the test, the following will be explained to the canine qualified handler:

The canine team will be allowed to search each sample container twice.

The qualified handler will identify when the canine has made an alerting response and report it to the test administrator.

The test administrator will record the placement of the container where each alerting response is identified.

The canine will only be rewarded for correct alerts made on positive samples identified by the qualified handler, and confirmed by the test administrator, during this test phase.

The test administrator will evaluate the test results.

EVALUATION OF TEST RESULTS:

PASS: To successfully pass the Odor Recognition Proficiency Test, the canine must make positive responses on all 10 explosives odors used in the test. The canine is allowed two responses on non-explosives samples.

FAIL: The canine will fail the test if ANY explosives sample is missed or if more than two responses are made on non-explosives samples.

If the canine fails the test, the agency's training staff should evaluate the reason for the failure and schedule the canine for further training. The test, in its entirety, should then be re-administered.

Annual Odor Recognition Testing:

Once a canine has successfully passed this initial Odor Recognition Proficiency Test, it is recommended that this test be administered, at a minimum, on an annual basis. At a minimum, agencies that do not validate their canine's ability to detect all required explosives odors during their recurring operational validation should administer the test annually.

APPENDIX A

EXPLOSIVES CATEGORIES TO BE USED FOR TESTING

Explosives detection canines should be able to recognize common explosives used by bombers today. The six mandatory explosives cover a range of common explosives encountered today, including propellants (low explosives) and high explosives. The selection of these explosives odors is based on statistical use and availability data (i.e., actual bombings, thefts, recoveries, and commercial availability). The electives represent additional commercial, military, and improvised explosives, which may be used for this test.

Some explosives are available in a variety of chemical formulations. For example, cast boosters could contain TNT, Composition B, PETN and TNT, etc. It is imperative that the manufacturer's product literature, to include the Material Safety Data Sheet, be reviewed to ensure that the specific explosives content of each test sample used is known.

The Antiterrorism and Effective Death Penalty Act of 1996 (Section 842 of title 18, United States Code) mandated that as of April 24, 1997, all plastic explosives manufactured in the United States be marked with a chemical detection agent. The handler should be aware of whether or not the plastic explosives used in training and testing contain the detection agent. It is recommended that canines be exposed to marked and unmarked plastic explosives, if available.

Explosives are listed in alphabetical order. This list does not signify order of relative importance.

Six mandatory explosives for testing:

- Black Powder (free flowing, time fuse, or safety fuse)
- Double-base Smokeless Powder
- Dynamite (containing EGDN and NG)
- PETN-based Detonating cord
- RDX-based Detonating cord or C-4
- TNT

Four elective explosives for testing:

Each agency will select the remaining four explosives odors from the following list. Selections should be based on an assessment of the threats most likely to be encountered in the agency's working environment.

Commercial and Military Explosives (examples):

- Binaries
- Black powder substitutes
- Blasting agents
- Cast boosters
- Composition B
- Emulsions
- Photoflash/fireworks/

Pyrotechnics powders
Plastic explosives
SEMTEX
Single base smokeless powders
Slurries
Tetryl
Water gels

Improvised Explosives (examples):

Chlorate-based mixtures
Nitrate-based mixtures
Perchlorate-based mixtures
Urea nitrate
Distraction odor samples:

For the purpose of this standard, a distraction odor is any non- explosives odor that a canine may encounter in its operational environment. For example, if the canine routinely searches luggage, items commonly found in a suitcase, such as clothing, cosmetics, and various toiletries would be suitable distraction odors for this test. If the work environment for the operational canine varies, a selection of items from various categories, such as food (human and pet), health and beauty aids, and textiles would suffice.

APPENDIX B

INFORMATION ON PROPER HANDLING AND STORAGE OF EXPLOSIVES SAMPLES

Fresh explosives samples should be obtained for each testing session. These explosives must never have been used in any previous canine training or testing exercises. It is desirable that explosives samples used in the test be stored separately from the explosives used in training.

In order to guarantee accuracy and proficiency in explosives detection, safeguards must be in place to ensure that the canines are detecting explosives and not a contaminated sample. For example, if a training aid has been used for some time and is reused in the canine's proficiency test, the canine may actually be alerting to its own scent or the scent of the qualified handler on the aid.

Care should be taken to avoid the cross-contamination of one explosives sample with the prevalent odor of another. This situation can occur when different explosives have been stored together for any amount of time in a common bunker without individual containment. The qualified handler may have a false sense that the canine is training on several distinct odors, while in fact, the canine is training only on one or two odors.

It is critically important that every effort be made to keep the explosives used in training and testing uncontaminated from other odors, whether from other explosives or from other materials with distinct odors that could be picked up by the explosives.

Proper Handling:

All explosives samples used during this test must only be handled by one designated person. The person handling the explosives samples must not handle any of the distraction odors. Explosives must not be handled with bare hands; disposable gloves must be used. The gloves must be used with only one explosives sample and then discarded.

The individual assigned to handle the distraction odors will also wear the same type of disposable gloves when handling the distraction odor samples.

The canine qualified handler must not participate in the handling or placement of the explosives or distraction odors.

Explosives Storage Facility:

Existing bunkers that have contained multiple explosives are most likely already contaminated. It is preferable to obtain pristine storage facilities that have never previously contained explosives. Other explosives should never be stored where dynamite, TNT, ammonium nitrate, or ANFO are, or have ever been, stored because these compounds tend to readily cross contaminate the other explosives.

The best storage method is to have separate dedicated storage facilities for each explosive. If this is not possible, the dynamite, TNT and ammonium nitrate or ANFO should still be stored in individual dedicated facilities, with the other explosives properly contained in another facility.

Additionally, every effort should be made to separate plastic explosives marked with a detection agent from unmarked plastic explosives.

Regulatory Requirements:

All industry and manufacturer safety requirements must be strictly followed. All handling, storage, and transportation of explosives must be in compliance with all Federal, State, and local laws.

For additional information on this standard, please send a written request from the agency supervisor, on official agency letterhead, to the Bureau of Alcohol, Tobacco and Firearms, Canine Operations Branch, 650 Massachusetts Avenue, Room 5100, Washington, DC 20226.

EXHIBIT 2
POST ORDER 28 FOR CANINE EXPLOSIVE DETECTION TEAMS SERVICES

Canine Team - Main Building Interior/Exterior

Serves as uniformed, unarmed, canine handler (the officer).

Each officer and canine team assigned to this post shall perform various inspection duties as determined by the IRS Security Officer. The duties may vary based on need.

The primary responsibilities of the officer and canine assigned to this post shall be to conduct searches of all incoming mail and deliveries. The team shall be on the dock to inspect each mail cart, or package after it is brought off the truck.

If the canine alerts during an initial pass around search, another pass around shall be conducted. If the canine again displays an alert, the officer shall immediately notify Dispatch.

The canine officer shall evacuate the area to prevent any unauthorized personnel in the area and shall await further instructions from the Shift Supervisor/Security Office.

At the direction of the Shift Supervisor or at the request of the IRS Security Office/Analysts, the canine team shall conduct a search of any suspicious item or package discovered in the facility. The team shall participate in a search of the facility in response to a potential bomb threat situation. If the canine alerts, another pass around shall be conducted. If the canine alerts again, the officer shall immediately notify Dispatch, evacuate the area, and shall await further instructions from the Shift Supervisor/Security Office.

Conduct a "pass around" search of any unidentified, or abandoned vehicle on the property.

Immediately notify Dispatch of any detected or suspected explosives.

Limit the canine's presence inside the facility (with the exception of the dock areas).

The canine shall not be brought through the work areas inside the facility unless an emergency situation exists that requires going through the building, or unless specific instructions to do so have been issued by the Shift Supervisor/Security Office.

Prepare incident report to document any unusual occurrence or discovery of an explosive device.

The Officer will maintain constant radio communication with the dispatch officer to report the progress of inspections and summon assistance with any problems that may be encountered.

SECTION D – PACKAGING AND MARKING

D.1 PACKAGING

All contract deliverables shall be delivered in accordance with the contractor's best commercial practice.

D.2 MARKINGS

All information submitted to the Contracting Office or the Contracting Officer's Technical Representative (COTR) shall clearly indicate the following:

- a. Contract Number for which the information is being submitted;
- b. Complete delivery address including the organization's name;
- c. Point of Contact; and
- d. Other data or identification number as applicable.

D.3 PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information including forms, reports, etc., to the Contracting Officer or the COTR shall be paid by the Contractor.

SECTION E INSPECTION AND ACCEPTANCE

E.1 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services. (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires. (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work. (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed. (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

E.2 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performed under this contract shall be by the Contracting Officer or a duly authorized representative.

F.1 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

F.2 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this solicitation shall be from 01/01/05 through 09/30/05 with four (4) option periods of 12-month each. However, there will be preliminary contract requirements that the contractor will be required to submit prior to the contract start date (see F.4) below.

Base Period:	01/01/05 – 09/30/05
Option Period 1:	10/01/05 – 09/30/06
Option Period 2:	10/01/06 – 09/30/07
Option Period 3:	10/01/07 – 09/30/08
Option Period 4:	10/01/08 – 09/30/09

F.3 PLACE OF PERFORMANCE

The services to be provided under this contract shall be accomplished at the following sites:

- | | | |
|----|--|--------------------|
| a. | 1160 West 1200 South, Ogden, Utah | Main |
| b. | 1007 West 1200 South, Ogden, Utah | Annex II |
| c. | 1001 South 1200 West, Ogden, Utah | WDC |
| d. | 155 31 st Street, Ogden, Utah | TAS |
| e. | 2262 Wall Avenue Ogden, Utah | Twin River Complex |
| f. | 2380 Washington Blvd. Ogden, Utah | Weber Center |
| g. | 1973 No. Rulon White Blvd. Ogden Utah | ARKA |
| h. | 2484 Washington Blvd. Ogden, Utah | City Centre |
| i. | 1100 Country Hills Drive, Ogden, Utah | Commerce Building |
| j. | 105 23 rd Street, Ogden Utah | Scowcroft Building |

F.4 DELIVERABLES

a. ON-SITE REVIEW

Within 10 calendar days of award of the contract and prior to performance, the Contractor's Project Manager and the Contracting Officer's Technical Representative (COTR) shall make an on-site in-depth review of the contractor's plan and the total job requirements.

b. RESERVE PERSONNEL

1. Within 10 calendar days after award the Contractor shall submit to the COTR for approval, the names and all necessary documentation of fully trained and qualified productive personnel who will be used in reserve capacity (e.g., used to replace guards on scheduled or non-scheduled breaks, sick leave or vacation, used to respond to emergency service, or similar situations).

2. It is not the intent of IRS to have the Contractor employ these reserve personnel as full time employees, but to have them available on an as needed basis.

c. FIREARMS AND AMMUNITION

A report of weapon cleaning shall be provided to the COTR each week on Monday for the prior week.

d. HEALTH AND PHYSICAL FITNESS REQUIREMENTS

Physical fitness shall be evidenced on Standard Form 78, Certificate of Medical Examination (Section J, Attachment 10). Physical examinations shall be administered by a licensed physician and the completed Standard Forms submitted to the COTR, five (5) days prior to the employees' assignment to duty. Every employee is required to pass a physical examination every two (2) years. The Government will supply necessary forms.

e. SECURITY REQUIREMENTS (NON-CLASSIFIED CONTRACT)

Unless otherwise specified, the Contractor shall submit to the COTR within five (5) calendar days before starting date of the contract, a completed background investigation, two (2) completed form FD-258 "Fingerprint Charts", a Xerox copy of a valid driver's license, Statement of Personal History, and one (1) Questionnaire for National Security Positions Standard Form 86 for those officers of the firm who for any reason may visit the work-site during the period of this contract and for all employees who have access to the building in performance of the contract work. These forms shall be submitted for replacement employees before entrance on duty. Necessary forms will be furnished by the Government. These forms are required for background investigations for National Background Investigation Center (NBIC).

f. SPECIAL REQUIREMENTS FOR KEY PERSONNEL

A Key Personnel Resume (Section J, Attachment 9) shall be completed for each Project Manager, Shift Supervisor and Canine Handler and a copy shall be provided to the COTR seven (7) calendar days after award.

g. TRAINING SCHEDULE AND PLAN

The Training Schedule and Plan (Attachment 6) shall be prepared by the Contractor and submitted to the COTR within ten (10) days after receipt of the award for approval and coordination.

h. REPORT OF TRAINING COMPLETION

A report of the completion of all required training shall be submitted by the Contractor for each employee on the format illustrated in Section J, Attachment 7. The training required by this contract shall be completed prior to the commencement of the contract and each year upon renewal of the option period. False Statements in the report regarding completion of this training may be punishable by fine or imprisonment under U.S. Code, Title 18, Section 1001.

i. REPORTING MAN-HOURS PROVIDED

The Contractor shall submit a Record of Time of Arrival and Departure (sign/in-sign/out) each day by close of business, for the previous 24-hour period (beginning at 0001 and ending at 2400). This record will contain the following:

1. Date;
2. Name of the employee;
3. Signature of the employee;
4. Assigned Post Number;
5. Assigned Post Description;
6. Time of Arrival;
7. Time of Departure

The record shall be certified by the contractor as to its accuracy. The contractor's on-site project manager or supervisor may submit and certify the report as being accurate if the contractor has authorized them to do so in writing.

j. FOLLOW-UP ORIENTATION

The Contractor shall provide follow-up orientation for each employee within fourteen (14) calendar days of their initial assignment to duty.

k. SUPERVISOR TRAINING

a. All supervisors working under this contract shall successfully complete supervisory training and orientation in addition to basic training. The contractor shall maintain documentation of this training at the home office and shall forward copies of documents to the COTR prior to the employee beginning work under this contract.

b. All supervisors/Sergeants shall successfully complete forth (40) hours of radar gun training before appointment to perform supervisory duties. The Contractor shall provide a copy of the letters of certification to the COTR.

I. QUALITY CONTROL PLAN

The Contractor shall submit the Quality Control Plan with the offeror's proposal that ensures the requirements of the contract are being met based on standard commercial practices and is acceptable to the Government. If any changes are made by the Contractor to the Quality Control Plan during the duration of the contract period, the Quality Control Plan shall be submitted to the Government for review and approval ten (10) days from date of revision.

m. REPORTS AND RECORDS

Prepare required reports on accidents, fires, bomb threats, unusual incidents and unlawful acts. Provide these reports to those officials specified by the COTR as incidents occur.

n. LIST OF CONTRACTOR EMPLOYEES TO BE INVESTIGATED

Within 15 calendar days after contract award, the Contractor shall provide the COTR with a list of names of all applicable Contractor employees to be investigated.

o. INSURANCE

The successful contractor shall provide written evidence of required insurance within ten (10) days of contract award and annually thereafter.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 AUTHORITY – CONTRACTING OFFICER CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE AND CONTRACTOR'S PROJECT MANAGER

A. CONTRACTING OFFICER

The Contracting Officer for administration of this contract is:

Christine Matschkowsky
(415) 848-4737

The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

B. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

DTAR 1052.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) DESIGNATION AND AUTHORITY (MAR 2002)

(a) The contracting officer's technical representatives are:

[TO BE PROVIDED AT TIME OF AWARD]

(b) Performance of work under this contract must be subject to the technical direction of the COTRs identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the specification(s)/work statement. The COTRs do not have authority to issue technical direction that:

(1) constitutes a change of assignment or additional work outside the specification(s)/work statement;

- (2) constitutes a change as defined in the clause entitled "Changes";
 - (3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
 - (4) changes any of the terms, conditions, or specification(s)/work statement of the contract;
 - (5) interferes with the contractor's right to perform under the terms and conditions of the contract;
- or
- (6) directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COTRs shall confirm oral direction in writing within five work days, with a copy to the contracting officer.

(e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTRs. If, in the opinion of the contractor, any direction of the COTRs, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

(f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

(End of clause)

C. **PROJECT MANAGER**

The Contractor's designated Project Manager for this contract is:

The telephone number for the Project Manager is:

The Contractor shall provide a Project Manager for this contract who shall have the authority to make any no-cost contract technical decisions, or special arrangements regarding this contract. The Project Manager shall be responsible for the overall management and coordination of this contract and shall act as the central point of contact with the Government. The Project Manager shall have full authority to act for the Contractor in the performance of the required services. The Project Manager, or a designated representative, shall meet with the COTR to discuss problem areas as they occur. The Project Manager or designated representative shall respond within four hours after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language.

[End Of Clause]

G.2 ADJUSTING PAYMENTS

a. Under the Inspection of Services clause of this contract, payments may be adjusted if services do not conform with contract requirements. Deductions will be made in accordance with the criteria contained in the Performance Requirements Summary, Section J, Attachment 16.

b. The Contracting Officer or a designated representative will inform the Contractor, in writing, of the type and dollar amount of proposed deductions by the 20th calendar day of the month following the performance period for which the deductions are being made. However, this does not preclude the Contracting Officer from taking deductions for prior deficiencies that were unknown to Government officials during normal or routine inspections.

c. The Contractor may, within 20 calendar days of receipt of the notification of the proposed deductions, present to the Contracting Officer or the designated representative specific reasons why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within the 20-day period will be interpreted to mean that the contractor accepts the deductions proposed. If the contractor does not reply the deductions will be applied against the next invoice.

d. If the contractor does reply and questions the deductions a Contracting Officer's decision will be rendered prior to deductions being made in accordance with the Disputes Clause, FAR 52.233-1. Payments (except for the final payment) will not be delayed or withheld until disputes over proposed deductions are settled. If the Contracting Officer determines that any or all of the proposed deductions are warranted, the Contracting Officer shall so notify the Contractor, and subsequent payments under the contract will be adjusted accordingly.

G.3 INVOICE REQUIREMENTS

a. An original invoice shall be submitted monthly to the Accounting Office designated below:

IRS Beckley Finance Center
P.O. Box 9002
Beckley, WV 25802-9002

b. To improve the timeliness of the inspection and acceptance of delivered goods and/or services and receipt of payment by the contractor, copies of the invoice, clearly marked as "information copies" shall be submitted to the COTR and the Contract Administrator concurrently.

c. To constitute a proper invoice, the invoice must be submitted in accordance with FAR 52.232-25, Prompt Payment Clause, and include the following:

1. Company's name and Taxpayer Identification Number (TIN)
2. Invoice date
3. Contract Number
4. Description, price, period covered, and quantity of property and services actually delivered or received

5. Shipping and payment terms.
6. Name (where practicable), title, phone number, and complete mailing address of responsible individual to whom questions concerning payment or invoice may be addressed.

d. Invoices for basic services shall be submitted monthly in arrears. Additional and Emergency Services, if ordered, shall be invoiced as a separate line item on the monthly invoice specifying the total number of hours, the total amount, and description of services rendered.

G.4 FINAL PAYMENT

a. Before final payment is made under this contract, the Contractor shall furnish the Contracting Officer with a written release from all claims arising under this contract except those specifically identified by stated amounts in the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C.15), a release may also be required of the assignee.

b. The final (last) payment will be delayed approximately 30 days to ensure all necessary adjustments for nonperformance or unsatisfactory performance have been made and that a release of claims has been submitted.

SECTION H – SPECIAL REQUIREMENTS

H.1 DTAR 1052.228-70 INSURANCE (MAR 2002)

In accordance with the clause entitled "Insurance -- Work on a Government Installation" [or "Insurance --Liability to Third Persons"] in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the entire period of performance of this contract:

(a) Workers' compensation and employees liability. The contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(a). (Employer's liability coverage of at least \$100,000 shall be required.)

(b) General liability. The contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(b). (Bodily injury liability of at least \$500,000 per occurrence.)

(c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(c). (Coverage of at least \$200,000 per person and \$500,000 per occurrence for property damage.)

(End of clause)

H.2 1052.242-9000 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (OCT 2000)

a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually. Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final. Copies of the evaluations, Contractor responses, and review comments, if any will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address:

<http://www.ppirs.gov>

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

H.3 DISCLOSURE PROVISIONS

Contractor personnel performing under the contract, including all road supervisors and agents and officers of the Contractor engaged in periodic on-site inspections of security force employees, shall not remove any document (including notes, stenographic notes, extra copies, partial or incorrect reproductions, carbon papers, carbon ribbon, photographs, transparencies, photo negative, microfilm, (microfilm, microfiche, etc.), magnetic tapes, magnetic disks, or any material of any document, form, or characteristic on which information may be recorded or image transferred, from any container, receptacle, working surface, space, or area without the expressed written authorization of the Internal Revenue Service.

H.4 SERVICE CONTRACT ACT/APPLICABLE MINIMUM HOURLY RATES OF WAGES

The Service Contract Act of 1965 applies to this acquisition and employees employed by the contractor must be paid at least the minimum wages and fringe benefits as determined by the Secretary of Labor and listed in the latest revision of the applicable wage determination(s). Department of Labor Wage Determination No. 1994-2531, issued, June 25, 2004 applies to this acquisition and can be found in Section J, Attachment 11.

H.5 NONPAYMENT FOR UNAUTHORIZED WORK

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any service performed by the Contractor of his own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions in this contract.

H.6 PERMITS, LICENSES, AND CERTIFICATES

a. In performance of work under this contract, the Contractor shall be responsible for determining and obtaining all necessary permits, licenses, and certificates and for complying with all applicable Federal, State, and Municipal laws.

b. The Contractor will be responsible for all fees and assessments associated with each and every permit, license, or certificate necessary under this contract, unless otherwise provided elsewhere in the contract.

c. The contractor shall provide a copy of all occupational licenses to the COTR.

H.7 INTERFERENCE WITH BUSINESS

The work shall be carried on in such a manner that there will be no interruption or interference with the proper execution of Government business. All persons employed under this contract shall comply with all building regulations while on the premises.

H.8 CONTRACTOR PERSONNEL ACCESS AND SECURITY BACKGROUND CLEARANCES

(1) General.

a. Contractor personnel and the Contractor's Sub-contractor personnel who will be granted staff-like access to IRS facilities shall be required to undergo a National Background Investigation Center (NBIC) investigation. Any Contractor employee who needs to have an investigation completed shall not be permitted to work on this contract without the required investigation. Access to IRS facilities, information systems, security items and products, and sensitive but unclassified information may be denied or revoked by the IRS based upon unsanctioned, negligent or willful action on the part of the Contractor or the Contractor's employees.

b. Prior to beginning any work under this contract, all Contractor employee(s) shall submit the necessary paperwork and fingerprinting to the Contracting Officer's Technical Representative (COTR) as follows:

One (1) completed Access Listing Form 10853

One (1) completed Form FD-258, Fingerprint Chart for each employee

One (1) completed Standard Form 86, Questionnaire for National Security Positions for each employee

c. The Contractor employee(s) will not be permitted staff-like access to IRS facilities, systems and/or data, as applicable to contract performance until the COTR is notified that the individual(s) have passed the background investigation. The expected turn-around time on these investigations is usually 5 business days for interim approval. Until such time that the investigation is complete, the Contractor's employee(s) will not be

allowed to work at any IRS facilities. It is the Contractor's responsibility to submit the proper paperwork and fingerprint charts in a timely manner to the COTR; this should be done no later than **15** business days before the Contractor's employee(s) begin work. The Government is responsible for obtaining National Agency Checks for contract personnel. The Government will provide necessary forms.

d. The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating clearances for contract personnel. If the Contracting Officer receives an unsuitable report (e.g., arrest for drug or alcohol abuse, delinquent taxes, felony committed, etc.) on any individual after processing of these forms, or if the COTR finds a prospective employee to be unsuitable or unfit for his/her assigned duties, the Contractor shall be advised immediately that such individual cannot continue to work or be assigned to work under the contract.

e. Previously Cleared Individuals

Required security forms need not be submitted for incumbent contract personnel who have been previously cleared through the security process by the **NBIC within the past year**, unless specifically requested to do so by the COTR.

f. Subsequent Clearances.

1. National Agency Check with Law and Credit Investigations shall be re-performed for all incumbent contract personnel no later than every five years from anniversary date of last check.

2. If the Contractor fails to submit the paperwork for a Contractor employee or a Subcontractor employee in a timely manner, the Contractor may, at the IRS discretion, be responsible for providing a Contract employee who has staff-like access to act as the escort for this individual(s). This includes subcontractors who work primarily outside.

3. Investigation results that reveal discreditable information about a Contractor employee may be sufficient cause to deny or revoke staff-like access for that employee under this contract. Discreditable information includes, but is not limited to, conviction of a felony, a crime of violence, or a serious misdemeanor, and a record of arrests for continuing offenses.

(2) Definitions.

a. Staff-like access: Unescorted access to Treasury-owned or Treasury controlled facilities, information systems, security items and products (as determined by Treasury or IRS Officials), and/or sensitive but unclassified information by Contractor personnel.

b. Lawful permanent resident: Any individual who is not a citizen or national of the United States who legally resides in the United States, is eligible for employment in the United States, and possesses the appropriate documentation from the Immigration and Naturalization Service to prove that status.

c. Escort: An individual who is an IRS employee who has staff-like access. The individual will stay within eyesight of the non-cleared individual at all times.

d. Citizenship-Related Requirements: Every Contractor employee or subcontractor employee working inside any IRS-related facility shall satisfy at least one of the following requirements:

- (1) is a U.S. Citizen; or,
- (2) is a Lawful Permanent Resident of the U.S.

(3) Approval Process.

a. Within 15 calendar days after contract award, the Contractor shall provide the COTR with a list of names of all applicable Contractor employees to be investigated. Information provided to the COTR shall include name, Social Security number, birth date and the IRS location(s) for which access is requested.

b. To start the investigation, the Contractor shall submit the forms or information needed to begin the process according to instructions provided by the COTR. The COTR shall return forms by a date agreed upon. The investigative process shall consist of a range of personal background inquiries and contacts (written and in-person) to verify the information provided.

c. After completing the active investigative phase, the COTR shall confer with the appropriate IRS offices and then notify the Contractor as to an individual's eligibility or ineligibility to work on this contract. The notification shall be in writing. Additionally, in the event that an individual is found to be ineligible, the COTR shall provide a notice in writing to that person of the general nature of the adverse information that formed the basis for a negative decision.

(4) Adverse Information and Revocation of Access.

During the background check, if unfavorable or derogatory information is found, the Contractor employee will be informed and offered an opportunity to refute, explain or mitigate the information in question. However, if after final adjudication, it is determined to deny or revoke staff-like access to the employee, that person will be formally notified of the decision and the reason(s). The decision to deny or revoke access is not meant to imply that the Contractor employee is otherwise unsuitable for employment by the

Contractor. Adverse information developed during the background investigation shall not be released by the IRS to the Contractor.

(5) Nondisclosure of Information.

Neither the Contractor nor any of its employees shall inspect, divulge or release data or information developed or obtained during performance of this contract, except to authorized Government personnel with an established need to know or upon written approval of the COTR. Information contained in all source documents and other media provided by IRS are the sole property of the IRS.

(6) Contract Performance.

If IRS received disqualifying information about a Contractor employee, the Contractor, upon written notice, will immediately remove the employee from work on this contract. Contractor employees may be barred from working on this contract for failing to meet or maintain the suitability standards. Failure to comply with the terms of this clause may result in termination for default.

(7) Notification

The Contractor shall immediately notify the COTR in writing (with a copy to the Contracting Officer) whenever a cleared employee terminates employment or is no longer working on this contract. The Contractor shall also immediately notify the COTR of any breach or suspected breach of security or any unauthorized disclosure of the information contained in the automated system specified in this contract.

(8) Subcontracts

The Contractor shall incorporate this clause in all subcontracts where the requirements specified in Paragraph (1) of this Section are applicable to performance of the subcontract.

(9) Security Clearance Renewals

The IRS has the right to require that all Contractor employees and subcontractor employees undergo a new security clearance check every five years. Upon notification from the IRS that they are enforcing the five-year requirement, the Contractor shall provide the IRS with the necessary paperwork and fingerprinting for all Contractor employees and Subcontractor employees within 30 days.

H.9 IDENTIFICATION OF CONTRACTOR EMPLOYEES

a. Each contract employee must have in his/her possession while on the premises, an IRS photo identification card issued by an authorized representative of the IRS. No employee or other official(s) of the contractor engaged in the administration and supervision of the contract will be permitted to enter on duty or otherwise enter the premises until such time as an IRS identification badge is issued.

b. The Contractor shall make his employees available for photo identification badges on a schedule to be worked out with the COTR. IRS will make badges for contractor's employees after receipt of favorable security reports. IRS personnel will take the pictures and furnish the equipment and material to make the identification badges. Contractor employees shall sign the badge at the time of photographing.

H.10 RECORD OF ARRIVAL/DEPARTURE

a. The contractor's employee shall sign in and sign out at Door 18 or other designated point when reporting for duty and when leaving at the end of the work day. The Record of Time of Arrival and Departure, GSA Form 139, or equivalent, provided by the COTR shall be used for this purpose. It is the Contractor's responsibility to collect and submit daily sign-in sheets to the COTR by close of business.

b. When signing in, they will receive their badge from the guard station. Employee shall wear their identification badges, completely visible, above the waist, at all time while on IRS property. The contractor's employees are not allowed on the premises except when on or reporting for official duty or when conducting official company business applicable to this contract with on-site supervisors. The Contractor shall notify the COTR when badges are lost or stolen.

H.11 STANDARDS OF CONDUCT

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his/her employees as may be necessary. The Contractor is also responsible for ensuring his/her employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect credit on himself/herself, his/her employer, and the United States Government.

H.12 REMOVAL FROM DUTY

a. The Contracting Officer or COTR will request the Contractor to immediately remove any employee from the work site should it be determined that the employee has been disqualified for either suitability or security reasons, or found to be unfit for performing security duties during his/her tour of duty.

b. The Contractor shall comply with these requests. For clarification, a determination of unfitness may be made for, but not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

c. Rules and Regulations Governing Conduct on Federal Property: Title 41, Code of Federal Regulations, Part 102-74, Subpart C (2003) at <http://www.gpoaccess.gov/cfr/index.html>.

d. Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the security program at the work sites.

e. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omissions from official documents or records.

f. Disorderly conduct, use of abusive or offensive language, quarreling, unjustified intimidation by words or deeds, or fighting. Also, participation in disruptive activities which interfere with the normal and efficient operations of the Government.

g. Theft, vandalism, immoral conduct, or any other criminal actions.

h. Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects.

i. Improper use of official authority or credentials.

j. Unauthorized use of communications equipment or any Government property.

k. Misuse of weapon(s).

l. Violation of security procedures or regulations.

m. Sexual harassment.

H.13 ACKNOWLEDGEMENT

All contractor's personnel performing work under the contract shall sign a statement of understanding regarding the Disclosure and Removal from Duty provisions outlined in this section.

H.14 DEPARTMENT OF THE TREASURY SUPPORT FOR ACQUISITION OF PRODUCTS AND SERVICES WITH RECOVERED MATERIAL CONTENT (MAR 1993)

The Department of the Treasury strongly supports the use of products with the Maximum extent of recovered material content. Contractors are encouraged to utilize recovered material content wherever such use will allow compliance with the specifications.

H.15 KEY PERSONNEL

The Project Manager, Shift Supervisors, and Canine Handlers are considered key Personnel for this contract and essential to the work being performed under this contract. If these individuals leave the Contractor's employment or are reassigned to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit the resumes (Section J, Attachment 9) of replacement for evaluation and acceptance by the Government.

SECTION I CONTRACT CLAUSES

I.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses Incorporated by Reference

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	DEFINITIONS	(DEC 2001)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
52.204-7	CENTRAL CONTRACTOR REGISTRATION	(OCT 2003)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(JUL 1995)
52.215-2	AUDIT AND RECORDS--NEGOTIATION	(JUN 1999)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	(OCT 1997)

52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	(OCT 1997)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(MAY 2004)
52.219-14	LIMITATIONS ON SUBCONTRACTING	(DEC 1996)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	(FEB 1997)
52.222-3	CONVICT LABOR	(JUN 2003)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY	(APR 2002)
52.222-35	52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	(JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS.	(DEC 2001)
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	(MAY 1989)
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	(MAY 1989)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	(JAN 1997)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	(AUG 2003)
52.223-6	DRUG-FREE WORKPLACE	(MAY 2001)
52.223-10	WASTE REDUCTION PROGRAM	(AUG 2000)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	(AUG 2003)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	(DEC 2003)
52.227-1	AUTHORIZATION AND CONSENT	(JUL 1995)
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	(JAN 1997)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	(APR 2003)
52.232-1	PAYMENTS	(APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	(FEB 2002)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	(APR 1984)
52.232-11	EXTRAS	(APR 1984)
52.232-17	INTEREST	(JUN 1996)
52.232-18	AVAILABILITY OF FUNDS	(APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS	(JAN 1986)
52.232-25	PROMPT PAYMENT	(OCT 2003)

52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- CENTRAL CONTRACTOR REGISTRATION	(OCT 2003)
52.233-1	DISPUTES	(JUL 2002)
52.233-3	PROTEST AFTER AWARD	(AUG 1996)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	(APR 1984)
52.237-3	CONTINUITY OF SERVICES	(JAN 1991)
52.242-13	BANKRUPTCY	(JUL 1995)
52.243-1 I	CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE I	(AUG 1987)
52.245-1	PROPERTY RECORDS	(APR 1984)
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	(JUN 2003)
52.246-25	LIMITATION OF LIABILITY—SERVICES	(FEB 1997)
52.248-1	VALUE ENGINEERING	(FEB 2000)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	(MAY 2004)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	(APR 1984)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

I.2 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE

CERTAIN FEDERAL TRANSACTIONS (JUN 2003) (DEVIATION)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (a) The awarding of any Federal contract.
- (b) The making of any Federal grant.
- (c) The making of any Federal loan.
- (d) The entering into of any cooperative agreement.
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or an appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and

any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (c) A special Government employee, as defined in section 202, title 18, United States Code.
- (d) An individual who is a member of a Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for such work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee

of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal action: The awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action-

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of any unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provision of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of-

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation,

renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for

professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional or technical exemption provided in the law, or to limit the exemption to licensed professionals. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable.

Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communication with a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communication with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officer or employees of a person.

(iii) Selling activities by independent sales representatives. The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the

following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes-

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided by 31 USC 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any cost

which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

I.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

(End of clause)

I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

I.5 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (JUN 2003)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *General.*

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) *Agreement.* A small business concern submitting an offer in its own name shall furnish,

in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

I.7 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY (IT IS NOT A WAGE DETERMINATION):

"Guard I, GS-4, \$11.01" "Guard II, GS-5, \$12.31"

(End of clause)

I.8 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I.9 IR1052-01-001 ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS

Effective May 1, 2002, in order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing <http://www.ccr.gov>. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active.

For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

The CCR web site contains information and a telephone number (800-333-0505) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an EFT account in order to receive electronic payments, in accordance with the Debt Collection Improvement Act. Contractors shall then submit a completed Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (formerly SF 3881) directly to: Internal Revenue Service

Office of Financial Applications Support and Technology
P. O. Box 3339,
Cincinnati, Ohio 45201-3339
Or Fax to: (513) 263-5020

The ACH Vendor/Miscellaneous Payment Enrollment Form can be obtained from the IRS Contracting Officer or from the IRS Office of Financial Applications Support and Technology, points of contact, Joan Aker or Nancy Estep at (513) 263-5069/5055, if not included in this solicitation/award.

In order for contractor invoices to be determined proper and payments made under applicable awards, contractor EFT information must be valid and current. Valid contractor EFT information must include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, if any changes are made to the mandatory business information in CCR, the contractor is required to notify the IRS Beckley Finance Office within three (3) business days. Under this award, those contractors not registered in CCR but enrolled in EFT payments, are also required to report any changes to their business information to the IRS Beckley Finance Office

within three (3) business days. Contractors can e-mail notification of their changed CCR and EFT business information directly to:
CFOBFC.CCRPaymentinformation@irs.gov

Valid contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid

EFT information shall be deemed improper for the purpose of prompt payment under this award and payments will be rejected or suspended. Contractors may only request a waiver from EFT payments if they meet one of the criteria listed on the Request for Waiver of Electronic Funds Transfer (EFT) Payment Form. The waiver request form can be obtained via the Contracting Officer or the IRS Office of Financial Applications Support and Technology at telephone (513) 263-5069/5055 or e-mail Nancy.V.Estep@irs.gov or Joan.Aker@irs.gov. Waivers from EFT Payments are only granted by the IRS Office of Financial Applications Support and Technology and contractors must obtain the waiver from EFT payments, prior to award being made.

I.11 IR1052-01-002 PAID SYSTEM

Access On-line Payment Information. The U. S. Department of Treasury, Financial Management's Payment Advice Internet Delivery (PAID) system provides contractors with invoice payment information included with an Electronic Funds Transfer (EFT) payment made via the Automated Clearing House (ACH) payment system. PAID is free to contractors with Internet access. Registration for the PAID system can be done on-line at <http://fms.treas.gov/paid/> (Note: no "www"). Register using your Taxpayer Identification Number (TIN) and then select a user ID, password, and a specific method of delivery. The PAID webmaster will verify your registration and notify you that your access has been activated within five (5) business days and confirm your acceptance by e-mail. Registered contractors can look up all payments, or search by invoice number, amount, date of payment and other remittance information, such as, interest penalty or discounts taken. Access is limited to your payment data and the information is available for 60 days beginning the day after your account has been activated. If you have any questions about payment information found on PAID, contact IRS, Beckley Finance Center at (304) 256-6000.

I.12 IR1052-96-070 NEWS RELEASES

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by

or on behalf of the Contractor without such consent first being so obtained, the Government shall consider institution of all remedies available under the provisions of this contract.

[End of Clause]

I.13 IR1052-96-115 ADVERTISING OF AWARD

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

[End of Clause]

SECTION J – LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

Attachment <u>No.</u>	Title	No. of <u>Pages</u>
1	Guard Post Assignment Record Post hours and Location	23
2	Patrol Vehicle Requirements	1
3	Government Training	1
4	Contractor Training	2
5	Federal Law Enforcement Training Center Practical Pistol Course	2
6	Training Schedule and Plan	1
7	Report of Training Completion	1
8	Pistol Qualification Record	1
9	Key Personnel Resume	1
10	Certificate of Medical Examination Standard Form 78	4
11	Dept of Labor, Wage Determination No. 1994-2531, (Rev. 25) Dated 06/25/04	9
12	Request for Waiver of Training	1
13	Disclaimer	1
14	Quality Assurance Surveillance Plan	3
15	Past Performance Questionnaire	3
16	Performance Requirements Summary	2
17	Contractor's Qualifications and Financial Information	1

Guard Post Table of Contents

<u>Post</u>	<u>Position</u>	<u>Date</u>
1	Captain	09/30/02
2	Shift Supervisor Main Building	09/30/02
3	Dispatch/Console Monitor	08/29/02
4	Dispatch/Console Monitor II	06/07/04
5	Vehicle/Foot Patrol/Building Ext.	07/07/03
6	Door F - South Building NW-Side	08/29/02
7	Warehouse Door S-building W-Side	09/30/02
8	Utility Post Building Interior/Exterior	06/23/04
10	Relief Officer-Interior/Exterior Post	08/29/02
17	Scowcroft Building Interior/Exterior	
	06/23/04	
23	Visitor Center Gate #1	08/29/02
24	Visitor Center Gate #2	06/23/04
28	Canine Team ARKA Building Interior/Exterior	06/23/04
30	Utility Post ARKA Gate	06/23/04
31	Entry Post ARKA Building E-Side	06/23/04
33	Vehicle & Foot Patrol Building Exterior	10/01/02
34	Twin Rivers Building – Front Entrance	06/01/04

Guard Post Assignment Record		1. Field Office	2. Type of Post	3. Post Number
		Ogden	<input type="checkbox"/> Field <input type="checkbox"/> Patrol <input checked="" type="checkbox"/> Combination <input type="checkbox"/> Traffic Control <input type="checkbox"/> Entrance Control	1
4. Type of Jurisdiction		5. Facility of Building		6. Building
<input type="checkbox"/> Exclusive <input type="checkbox"/> Proprietary <input checked="" type="checkbox"/> Concurrent <input type="checkbox"/> Partial		Internal Revenue Service Ogden Service Center		UT0036ZZ
7. Building Address/City			8. Authorized By (Signature)	9. Date
1160 West 1200 South Ogden, Utah				09/30/02
10. Time		11. Post Duties		
From	To			
0800	1600	ON-SITE SUPERVISOR (CAPTAIN) – SUPERVISORY GUARD OFFICE Provides overall supervision for all guard personnel. Uniformed, armed position/Non Smoking post. Normal hours of duty are approximately 0800-1600, except when emergency situations arise and then, until the situation is corrected. During this period the on-site supervisor also assumes the duty of Contract Manager, ensures that all details are properly covered by supervisory personnel, and that supervisors and officers are properly carrying out their duties and responsibilities. Is responsible for all reports, timekeeping, and training for all personnel. Receives and implements requests for services from the tenant agency when services are authorized by the Contracting Officer's Technical Representative (COTR). Is charged with the hiring and terminating of all personnel. Assures that all personnel receive proper job instruction including special instruction concerning security, high hazard areas, etc. Maintains discipline and morale, takes action on complaints and violations of guard rules and company policy. Maintains current knowledge of the duties and problems of all shifts, approves post of shift supervisors, and reviews and approves performance ratings (prepared by supervisors) on all guard personnel, approves post assignments of all guard personnel, receives and promotes or demotes personnel of his company. Prepares performance ratings for the guards on his/her shift. Ensures that officers on his/her shift provide required post coverage and perform their duties in accordance with post orders and instructions. Will issue weapons, ensure that officers meet grooming standards, are in proper uniform, and are properly equipped before they are allowed on duty. Maintains close liaison with the tenant agency security representatives and the COTR. Will not leave post unless he/she has been properly relieved. weekends excluded. 8 hours per day/5 days per week post coverage. 40 hours per week/52 weeks per year. 2080 hours per year.		

J-3

Guard Post Assignment Record		1. Field Office Ogden	2. Type of Post <input checked="" type="checkbox"/> Field <input type="checkbox"/> Patrol <input type="checkbox"/> Combination <input type="checkbox"/> Traffic Control <input type="checkbox"/> Entrance Control		3. Post Number 2
		4. Type of Jurisdiction <input type="checkbox"/> Exclusive <input type="checkbox"/> Proprietary <input checked="" type="checkbox"/> Concurrent <input type="checkbox"/> Partial		5. Facility of Building Internal Revenue Service Ogden Service Center	
7. Building Address/City 1160 West 1200 South Ogden, Utah			8. Authorized By (Signature)		9. Date 09/30/02
10. Time		11. Post Duties			
From	To				
1600	2400 M-F	SHIFT SUPERVISOR – MAIN BUILDING			
0001-	2400 Sat - Sun	<p>Serves as a uniformed guard, supervisor. Armed/non-smoking post.</p> <p>Provides supervision for all guard personnel on his/her assigned shift. Ensures that the guards on his/her shift receive proper training and job instruction including special instruction concerning security, high hazard areas etc. Maintains discipline and morale. Takes indicated action on complaints and violations of guard rules. Maintains current knowledge of the duties required, special situations, or problems on their shift.</p> <p>Carries out orders and instructions of the Captain and, in the Captain's absence, acts for the Captain. Make inspections of his/her shift posts. Advises the Captain of unusual happenings. Will remain within the area of their responsibility until properly relieved by another supervisor. The supervisor will advise the dispatch officer of his/her whereabouts at all times.</p> <p>Prepares performance ratings for the guards on his/her shift. Ensures that officers on his/her shift provide required post coverage and perform their duties in accordance with post orders and instructions. Will issue weapons, ensure that officers meet grooming standards, are in proper uniform, and are properly equipped before they are allowed on duty.</p> <p>Operates radar gun and issues citations based on agency instructions and procedures. Appears and testifies in court on citations challenged through the court system.</p> <p>Will not leave post unless he/she has been properly relieved.</p> <p>Performs other duties as assigned by the Captain and/or as required by the contract.</p> <p>24 hours per day Sat & Sun 2 days per week 16 hours per day/5 days per week post coverage 128 hours per week/52 weeks per year 6656 hours per year</p>			

J-4

Guard Post Assignment Record		1. Field Office	2. Type of Post	3. Post Number
		Ogden	<input checked="" type="checkbox"/> Field <input type="checkbox"/> Patrol <input type="checkbox"/> Combination <input type="checkbox"/> Traffic Control <input type="checkbox"/> Entrance Control	3
4. Type of Jurisdiction		5. Facility of Building		6. Building
<input type="checkbox"/> Exclusive <input type="checkbox"/> Proprietary <input checked="" type="checkbox"/> Concurrent <input type="checkbox"/> Partial		Internal Revenue Service Ogden Service Center		UT0036ZZ
7. Building Address/City			8. Authorized By (Signature)	9. Date
1160 West 1200 South Ogden, Utah				08/29/02
10. Time		11. Post Duties		
From	To			
0001	2400	DISPATCH/CONSOLE MONITOR Non Smoking Post Serves as a uniformed guard protection service dispatcher and electronic surveillance console monitor. Armed position/post. Monitors and operates a console consisting of electronic surveillance, audible alarms, visual indicator lights, and automatic surveillance data printout equipment used to survey the status of facility security, fire operation, and selected utility systems. Operates conventional 2-way single and/or multi-channel radio voice equipment. Maintains constant radio message traffic to, from, and between guards on patrol, at fixed posts, and with local law enforcement agencies as determined appropriate for informational and assistance purposes. Maintains telephone communications as appropriate to receive, relay, and coordinate information relative to guard operations, reports of crime, requests for guard and/or police assistance, and general information. Reports security breaches, violations, emergencies, and other incidents immediately to supervisor or another appropriate official. Prepares and submits appropriate written reports of such incidents encountered or noted. Will not leave post unless he/she has been properly relieved. Holiday coverage required. 24 hours per day/7 days per week post coverage. 168 hours per week/52 weeks per year. 8760 hours per year.		

J-5

Guard Post Assignment Record		1. Field Office Ogden	2. Type of Post <input checked="" type="checkbox"/> Field <input type="checkbox"/> Patrol <input type="checkbox"/> Combination <input type="checkbox"/> Traffic Control <input type="checkbox"/> Entrance Control		3. Post Number 4
		4. Type of Jurisdiction <input type="checkbox"/> Exclusive <input type="checkbox"/> Proprietary <input checked="" type="checkbox"/> Concurrent <input type="checkbox"/> Partial		5. Facility of Building Internal Revenue Service Ogden Service Center	
7. Building Address/City 1160 West 1200 South Ogden, Utah			8. Authorized By (Signature)		9. Date 06/07/04
10. Time		11. Post Duties			
From	To				
0001	2400	<p align="center">DISPATCH/CONSOLE MONITOR II</p> <p>Serves as an uniformed guard protection service dispatcher and electronic surveillance console monitor. Armed position/Non smoking post.</p> <p>Monitors and operates a console consisting of electronic surveillance, audible alarms, visual indicator lights, and automatic surveillance data printout equipment used to survey the status of facility security, fire operation, and selected utility systems.</p> <p>Operates conventional 2-way single and/or multi-channel radio voice equipment. Maintains constant radio message traffic to, from, and between guards on patrol, at fixed posts, and with local law enforcement agencies as determined appropriate for informational and assistance purposes. Maintains telephone communications as appropriate to receive, relay, and coordinate information relative to guard operations, reports of crime, and requests for guard and/or police assistance, and general information. Maintains appropriate activities logs for review and record purposes.</p> <p>Reports security breaches, violations, emergencies, and other incidents immediately to supervisor or another appropriate official. Prepares and submits appropriate written reports of such incidents encountered or noted.</p> <p>Will not leave post unless he/she has been properly relieved.</p> <p>24 hours per day/5 days per week post coverage. 120 hours per week/52 weeks per year. 6240 hours per year.</p>			

Guard Post Assignment Record		1. Field Office Ogden	2. Type of Post <input type="checkbox"/> Field <input checked="" type="checkbox"/> Patrol <input type="checkbox"/> Combination <input type="checkbox"/> Traffic Control <input type="checkbox"/> Entrance Control		3. Post Number 5
		4. Type of Jurisdiction <input type="checkbox"/> Exclusive <input type="checkbox"/> Proprietary <input checked="" type="checkbox"/> Concurrent <input type="checkbox"/> Partial		5. Facility of Building Internal Revenue Service Ogden Service Center	
7. Building Address/City 1160 West 1200 South Ogden, Utah			8. Authorized By (Signature)		9. Date 07/07/03
10. Time		11. Post Duties			
From	To				
0001	2400	<p align="center">VEHICLE AND FOOT PATROL 1 – BUILDING EXTERIOR</p> <p>Serves as a uniformed guard protection patrolman. Armed position/Non smoking post.</p> <p>The guard assigned to this position will conduct constant random patrols of the exterior areas of the facility. Primary duties of the position are to detect and apprehend all unauthorized individuals attempting entry into the facility, observe and control all vehicle/pedestrian traffic, conduct vehicle accident investigations, prevent vandalism or thefts of government and/or personal property, and other problems involving the security of the building, grounds, occupants, and vehicle authorized to use the parking area.</p> <p>Checks for fire, accidents, and health hazards. Will report all moving and non-moving violations. During times other than peak traffic periods, may be used for short periods of time on other assignments as requested by occupant agency with the approval of the Contracting Officer's Technical Representative (COTR).</p> <p>The Patrol Officers will monitor parking lots in their jurisdiction and pay special attention at the end of swing shifts when employees are going to their cars. Buildings pertaining to Patrol one are OSC Main, Annex 2, WDC, ARKA and 3-B. Patrol one would need to monitor employees leaving Annex 2 and WDC at 1:30 am. Times of Patrol will alternate between these buildings. Employees will also be leaving 3-B at 2:00 am. These shifts are Monday through Friday. When notified by dispatch that a delivery is being made to an Annex dock, patrol will proceed to that Annex and remain at that dock door until the delivery is complete. After delivery is made Patrol will secure the door.</p> <p>Varies the route and time intervals of each patrol in an effort to prevent observation of a routine patrol pattern. Maintains constant radio communication with the dispatch officer to report the progress of patrol and to summon assistance for any problems that may be encountered.</p> <p>Will conduct a fence check at least twice each shift and at least one exterior foot patrol, checking all openings. On weekends, swing, and grave shifts, will make at least one check of interior locked areas to ensure security of the building. The remainder of the time will be spent patrolling the exterior areas of the facility.</p> <p>Assists in the evacuation of the building, in the event of an emergency, in accordance with instructions from the IRS Security Officer or the COTR, and as prescribed in the Occupant Emergency Plan. Summons appropriate emergency assistance from local fire departments, medical aid and ambulance services, bomb disposal services, and public utility services, as directed or deemed necessary. Such requests to be coordinated through dispatch officer.</p> <p>Reports security breaches, violations, emergencies, and other incidents immediately to supervisor or another appropriate official. Prepares and submits appropriate written reports of such incidents encountered or noted.</p> <p>The contractor is required to furnish a licensed motor vehicle with the required liability insurance coverage as required by the State of Utah. The contractor will also provide necessary vehicle maintenance and operations costs.</p> <p>Will not leave post unless he/she has been properly relieved. Weekends and holiday coverage required. 24 hours per day/7 days per week. 52 weeks per year/8760 hours per year.</p>			

Guard Post Assignment Record		1. Field Office Ogden	2. Type of Post <input checked="" type="checkbox"/> Field <input type="checkbox"/> Patrol <input type="checkbox"/> Combination <input type="checkbox"/> Traffic Control <input type="checkbox"/> Entrance Control		3. Post Number 6
		4. Type of Jurisdiction <input type="checkbox"/> Exclusive <input type="checkbox"/> Proprietary <input checked="" type="checkbox"/> Concurrent <input type="checkbox"/> Partial		5. Facility of Building Internal Revenue Service Ogden Service Center	
7. Building Address/City 1160 West 1200 South Ogden, Utah			8. Authorized By (Signature)		9. Date 08/29/02
10. Time		11. Post Duties			
From	To				
0001	2400	<p align="center">DOOR F – SOUTH BUILDING – NORTHWEST SIDE</p> <p>Serves as a uniformed guard. Armed/non-smoking position/post.</p> <p>Provides security, access control, and protection of the immediate areas at Door F (north door, west side, south building) entrance/exit by the use of 1 guard, 24 hours per day, 7 days per week, including holidays. Provides security control for access to, and protection of, the dispatch electronic surveillance console control center. Guard is to remain at this post constantly during times indicated or until relieved by an official relief officer.</p> <p>Surveys/checks person(s) for proper credentials, passes, badges, clearance for temporary, non-photo badges, and verifies their authority to enter the facility. Ensures that only authorized individuals are allowed entry.</p> <p>Prepares Form 4589 for issuance of temporary non-photo badges to employees who have forgotten or lost their photo badge and will review these forms daily.</p> <p>Maintains and inventories badges assigned to Door F. issues badges (photo, red-photo, and non-photo) to employees, vendors, and visitors as dictated by IRS policy and directives. Retrieves all non-photo, red-photo, and other assigned controlled badges from departing individuals. Inventories these badges each day to ensure that all controlled (non-photo, red-photo, and controlled white-photo) badges have been returned and are accounted for.</p> <p>Maintains a sign-in/out register for all visitors and vendors entering and leaving the facility. Prepares documentation (i.e. Visitor Register Form 5422) on all badges issued.</p> <p>Will maintain a lost and found. Property brought to the door will be kept in a locked/secured container. The officer will maintain the required documentation and records pertaining to accountability of lost and found items.</p> <p>Surveys/checks incoming and outgoing equipment, materials, supplies, and property to preclude unauthorized removal of government property, and to prevent the introduction of illegal devices and substances (i.e. recording devices, bombs, weapons, incendiary, explosive, toxic, or controlled substances).</p> <p>Spot-checks the contents of briefcases, parcels, sacks, and other containers entering or exiting the building. Ensures that individuals removing equipment, supplies, documents, and other government property, have proper authorization to do so, in accordance with agency procedures. The officer will check for, and collect, invalid/valid property passes as individuals exit the building.</p> <p>Verifies property passes and checks property being removed against the property listed on the property pass. After verification, retrieves property pass for submittal to IRS Security Staff. Controls keys for issue too properly authorized employees.</p> <p>Reports security breaches, violations, emergencies, and other incidents immediately to supervisor or another appropriate official. Prepares and submits appropriate written reports of such incidents encountered or noted.</p> <p>Will not leave post unless he/she has been properly relieved. 24 hours per day/7 days per week (including weekends and holidays). 168 hours per week/52 weeks per year. 8760 hours per year.</p> <p align="center">J-8</p>			

Guard Post Assignment Record		1. Field Office Ogden	2. Type of Post <input checked="" type="checkbox"/> Field <input type="checkbox"/> Patrol <input type="checkbox"/> Combination <input type="checkbox"/> Traffic Control <input type="checkbox"/> Entrance Control		3. Post Number 7
		4. Type of Jurisdiction <input type="checkbox"/> Exclusive <input type="checkbox"/> Proprietary <input checked="" type="checkbox"/> Concurrent <input type="checkbox"/> Partial		5. Facility of Building Internal Revenue Service Ogden Service Center	
7. Building Address/City 1160 West 1200 South Ogden, Utah			8. Authorized By (Signature)		9. Date 09/30/02
10. Time		11. Post Duties			
From	To				
0600	1600	<p align="center">WAREHOUSE DOOR – SOUTH DOOR – WEST SIDE – SOUTH BUILDING</p> <p>Serves as an uniformed guard. Armed/non-smoking position/post.</p> <p>Provides surveillance and security at the warehouse door and immediate surrounding dock area by the use of 1 guard for the times indicated each normal working day (normal facility operation) Monday through Friday, excluding holidays. Surveillance during other times to be accomplished by the utility officer (Post 11) or building patrol (Post 4). Guard is to remain at this post constantly during times indicated or until relieved by an official relief officer. Controls access and egress to/from the warehouse by personal operation of secured doors.</p> <p>Surveys/checks persons for authorized access and egress credentials (i.e. badges, passes, etc.). Ensures that only authorized individuals are allowed to enter. Assure that all persons, delivery persons, truck drivers, and other vendors not possessing required or issued passes or badges, do not enter the facility without proper authorized clearance in accordance with current policies and instructions issued by IRS.</p> <p>Maintains and inventories badges assigned to the warehouse. Issues badges (photo, red-photo, and non-photo) to employees, vendors and visitors as dictated by IRS policy and directives. Retrieves all non-photo, red-photo, and other assigned controlled badges from departing individuals. Inventories these badges each day to ensure that all controlled (non-photo, red-photo, and controlled white-photo) badges have been returned and are accounted for.</p> <p>Maintains a sign-in/out register for all visitors and vendors entering and leaving the facility. Prepares documentation (i.e. Visitor Register Form 5422) on all badges issued.</p> <p>Surveys/checks incoming and outgoing equipment, materials, supplies, and property to preclude unauthorized removal of government property, and to prevent the introduction of illegal devices and substance (i.e. recording devices, bombs, weapons, incendiary, explosive, toxic, or controlled substances.).</p> <p>Spot-checks the contents of briefcases, parcels, sacks, and other containers entering or exiting the building. Ensures that individuals removing equipment, supplies, documents, and other government property, have proper authorization to do so, in accordance with agency procedures. The officer will check for, and collect, invalid/valid property passes as individuals exit the building.</p> <p>Verifies property passes and checks property being removed against the property listed on the property pass. After verification, retrieves property pass for submittal to IRS Security Staff.</p> <p>Reports security breaches, violations, emergencies, and other incidents immediately to supervisor or another appropriate official. Prepares and submits appropriate written reports of such incidents encountered or noted.</p> <p>Will not leave post unless he/she has been properly relieved.</p> <p>10 hours per day/5 days per week (excluding holidays). 50 hours per week/52 weeks per year. 2600 hours per year.</p>			

J-9

Guard Post Assignment Record		1. Field Office Ogden	2. Type of Post <input type="checkbox"/> Field <input checked="" type="checkbox"/> Patrol <input type="checkbox"/> Combination <input type="checkbox"/> Traffic Control <input type="checkbox"/> Entrance Control		3. Post Number 8
4. Type of Jurisdiction <input type="checkbox"/> Exclusive <input type="checkbox"/> Proprietary <input checked="" type="checkbox"/> Concurrent <input type="checkbox"/> Partial		5. Facility of Building Internal Revenue Service Ogden Service Center		6. Building UT0036ZZ	
7. Building Address/City 1160 West 1200 South Ogden, Utah			8. Authorized By (Signature)		9. Date 06/23/04
10. Time		11. Post Duties			
From	To				
0001	2400	UTILITY POST – BUILDING INTERIOR/EXTERIOR <p>Serves as an uniformed guard. Armed position/post. Non-smoking post.</p> <p>This is a utility position in that the officer assigned to this post will perform various security-related duties as determined necessary by the IRS Security Officer. The duties may vary from day to day. The daily schedules, routine, and duties will be coordinated between the IRS Security Officer and the contractor's on-site supervisor.</p> <p>The primary responsibilities of the officer assigned to this position will be to provide escort service for IRS visitors into the Service Center, to open and maintain posts at doors when needed (at times or at doors not scheduled on other Forms 2580), to provide traffic control, and to provide other security related services desired by the tenant agency. Opens warehouse doors after hours for mail delivery and deposit runs.</p> <p>When duties listed above are not needed, the officer will conduct constant random foot patrols of the interior areas of the facility. Patrols will be for the purpose of apprehending person(s) attempting unauthorized entries into the building, and to prevent vandalism, thefts, and other problems involving security of the building and tenants. Checks to ensure that all interiors protected areas are locked and that all security cabinets have been properly secured. Checks for fire, accident, and health hazards.</p> <p>Maintains constant radio communication with the dispatch officer to report the progress of patrol and to summon assistance with any problems that may be encountered.</p> <p>Assists in the evacuation of the building in the event of an emergency in accordance with instructions from the designated official and/or IRS Security Officer and as prescribed in the Occupant Emergency Plan. Summons appropriate emergency assistance as directed or deemed necessary from local fire departments, medical aid and ambulance service, bomb disposal service, and public utilities service. Such requests to be coordinated through the dispatch officer.</p> <p>Reports breaches, violations, emergencies and other incidents immediately to supervisor or other appropriate official. Prepares and submits appropriate written reports of such incidents encountered or noted.</p> <p>Will not leave post unless he/she has been properly relieved.</p> <p>24 hours per day/5 days per week. Weekends and Holidays excluded. 120 hours per week/52 weeks per year. 6240 hours per year.</p>			

J-10

Guard Post Assignment Record		1. Field Office	2. Type of Post	3. Post Number
		Ogden	<input type="checkbox"/> Field <input checked="" type="checkbox"/> Patrol <input type="checkbox"/> Combination <input type="checkbox"/> Traffic Control <input type="checkbox"/> Entrance Control	10
4. Type of Jurisdiction		5. Facility of Building		6. Building
<input type="checkbox"/> Exclusive <input type="checkbox"/> Proprietary <input checked="" type="checkbox"/> Concurrent <input type="checkbox"/> Partial		Internal Revenue Service Ogden Service Center		UT0036ZZ
7. Building Address/City			8. Authorized By (Signature)	9. Date
1160 West 1200 South Ogden, Utah				08/29/02
10. Time		11. Post Duties		
From	To			
		RELIEF OFFICER – INTERIOR/EXTERIOR POST Serves as an armed uniformed guard. Non-smoking post. Serves as a replacement guard for each employee for whom a relief period (lunch, breaks, etc.) is authorized by the contractor. May also be used to cover door openings for short periods of time as required by contract. For full utilization of time, the relief officer may be used for other posts when not providing relief breaks. The relief officer will assume the duties of the post he/she is relieving for the duration of the relief period. This post will be provided for all three shifts. The hours scheduled for this post will be, at a minimum, sufficient to cover time needed to provide required relief period. A schedule of the hours and of the scheduled relief breaks will be provided to the Contracting Officer's Technical Representative (COTR) at the time the work schedules are prepared and posted. Will not leave post unless he/she has been properly relieved.		

J-11

Guard Post Assignment Record		1. Field Office Ogden	2. Type of Post <input type="checkbox"/> Field <input type="checkbox"/> Patrol <input checked="" type="checkbox"/> Combination <input type="checkbox"/> Traffic Control <input type="checkbox"/> Entrance Control		3. Post Number 17
		4. Type of Jurisdiction <input type="checkbox"/> Exclusive <input checked="" type="checkbox"/> Proprietary <input type="checkbox"/> Concurrent <input type="checkbox"/> Partial		5. Facility of Building Internal Revenue Service Ogden Service Center	
7. Building Address/City 105 23 rd Street Ogden, Utah 84404			8. Authorized By (Signature)		9. Date 04/23/03
10. Time		11. Post Duties			
From	To				
0215	0215	<p>Scowcroft Building – Front Entrance Serves as a uniformed guard. Armed position/non-smoking post.</p> <p>This is a utility position in that the officer assigned to this post will perform various security-related duties as determined necessary by the IRS Security Officer. The duties may vary from day to day. The daily schedules, routine, and duties will be coordinated between the IRS Security Officer and the contractor's on-site supervisor.</p> <p>Surveys/checks person(s) for proper credentials, passes, badges, clearance for temporary, non-photo badges, and verifies their authority to enter the facility. Ensures that only authorized individuals are allowed entry.</p> <p>Prepares Form 4589 for issuance of temporary non-photo badges to employees who have forgotten or lost their photo badge and will review these forms daily.</p> <p>Maintains and inventories badges assigned to door. Issues badges (photo, red-photo, and non-photo) to employees, vendors, and visitors as dictated by IRS policy and directives. Retrieves all non-photo, red-photo, and other assigned controlled badges from departing individuals. Inventories these badges each day to ensure that all controlled (non-photo, re-photo, and controlled white-photo) badges have been returned and are accounted for.</p> <p>Maintains a sign-in/out register for all visitors and vendors entering and leaving the facility. Prepares documentation (i.e. Visitor Register Form 5422) on all badges issued.</p> <p>Surveys/checks incoming and outgoing equipment, materials, supplies, and property to preclude unauthorized removal of government property, and to prevent the introduction of illegal devices and substances (i.e. recording devices, bombs, weapons, incendiary, explosive, toxic, or controlled substances).</p> <p>Spot-checks the contents of briefcases, parcels, sacks, and other containers entering or exiting the building. Ensures that individuals removing equipment, supplies, documents, and other government property, have proper authorization to do so, in accordance with agency procedures. The officer will check for, and collect, invalid/valid property passes as individuals exit the building.</p> <p>Verifies property passes and checks property being removed against the property listed on the property pass. After verification, retrieve property pass for submittal to IRS Security Staff.</p> <p>Reports security breaches, violations, emergencies, and other incidents immediately to supervisor or another appropriate official. Prepares and submits appropriate written reports of such incidents encountered or noted.</p> <p>Conducts interior patrols of space, responds to alarms on doors and Windows as directed by dispatch.</p> <p>Will not leave post unless he/she has been properly relieved.</p> <p>Weekends and Holidays Excluded 24 hours per day/5 days per week (excluding weekends and Holidays). 120 hours per week/52 weeks per year. 6240 hours per year.</p>			

J-12

Guard Post Assignment Record		1. Field Office Ogden	2. Type of Post <input checked="" type="checkbox"/> Field <input type="checkbox"/> Patrol <input checked="" type="checkbox"/> Combination <input type="checkbox"/> Traffic Control <input type="checkbox"/> Entrance Control	3. Post Number 17
4. Type of Jurisdiction <input type="checkbox"/> Exclusive <input checked="" type="checkbox"/> Proprietary <input type="checkbox"/> Concurrent <input type="checkbox"/> Partial		5. Facility of Building Internal Revenue Service Ogden Service Center		6. Building Scowcroft
7. Building Address/City Scowcroft 105 23 rd Street Ogden, Utah 84404			8. Authorized By (Signature)	9. Date 06/23/04
10. Time		11. Post Duties		
From	To			
0445	0215	<p align="center">Scowcroft Building – Interior/Exterior</p> <p>Serves as a uniformed guard. Armed position/non-smoking post.</p> <p>This is a utility position in that the officer assigned to this post will perform various security-related duties as determined necessary by the IRS Security Officer. The duties may vary from day to day. The daily schedules, routine, and duties will be coordinated between the IRS Security Officer and the contractor's on-site supervisor.</p> <p>Surveys/checks person(s) for proper credentials, passes, badges, clearance for temporary, non-photo badges, and verifies their authority to enter the facility. Ensures that only authorized individuals are allowed entry.</p> <p>Prepares Form 4589 for issuance of temporary non-photo badges to employees who have forgotten or lost their photo badge and will review these forms daily.</p> <p>Maintains and inventories badges assigned to door. Issues badges (photo, red-photo, and non-photo) to employees, vendors, and visitors as dictated by IRS policy and directives. Retrieves all non-photo, red-photo, and other assigned controlled badges from departing individuals. Inventories these badges each day to ensure that all controlled (non-photo, re-photo, and controlled white-photo) badges have been returned and are accounted for.</p> <p>Maintains a sign-in/out register for all visitors and vendors entering and leaving the facility. Prepares documentation (i.e. Visitor Register Form 5422) on all badges issued.</p> <p>Surveys/checks incoming and outgoing equipment, materials, supplies, and property to preclude unauthorized removal of government property, and to prevent the introduction of illegal devices and substances (i.e. recording devices, bombs, weapons, incendiary, explosive, toxic, or controlled substances).</p> <p>Spot-checks the contents of briefcases, parcels, sacks, and other containers entering or exiting the building. Ensures that individuals removing equipment, supplies, documents, and other government property, have proper authorization to do so, in accordance with agency procedures. The officer will check for, and collect, invalid/valid property passes as individuals exit the building.</p> <p>Verifies property passes and checks property being removed against the property listed on the property pass. After verification, retrieve property pass for submittal to IRS Security Staff.</p> <p>Reports security breaches, violations, emergencies, and other incidents immediately to supervisor or another appropriate official. Prepares and submits appropriate written reports of such incidents encountered or noted.</p> <p>Conducts interior/exterior patrols of space, responds to alarms on doors and Windows as directed by dispatch.</p> <p>Will not leave post unless he/she has been properly relieved.</p> <p>Weekends & Holidays Excluded 21.5 Hours per day/ 5 days per week 107.5 Hours per week/52 weeks per year 5590 hours per year</p>		

J-13

Guard Post Assignment Record		1. Field Office	2. Type of Post	3. Post Number
		Ogden	<input type="checkbox"/> Field <input type="checkbox"/> Patrol <input type="checkbox"/> Combination <input type="checkbox"/> Traffic Control <input checked="" type="checkbox"/> Entrance Control	23
4. Type of Jurisdiction		5. Facility of Building		6. Building
<input type="checkbox"/> Exclusive <input type="checkbox"/> Proprietary <input checked="" type="checkbox"/> Concurrent <input type="checkbox"/> Partial		Internal Revenue Service Ogden Service Center		UT0036ZZ
7. Building Address/City			8. Authorized By (Signature)	9. Date
1160 West 1200 South Ogden, Utah				08/29/02
10. Time		11. Post Duties		
From	To			
0001	2400	VISITORS CENTER #1 Non smoking Post Additional duties of this position are to detect and apprehend all unauthorized vehicle/personnel traffic and observe and control traffic flow into the parking lot around the Center. Unauthorized vehicles will be directed to leave the premise. Maintains constant radio communication with the dispatch officer. Security officer at this post will report moving and non-moving violations and summon assistance for any problem that may be encountered. Will not leave post unless he/she has been properly relieved. Holidays (10) and weekends included. 24 hours per day/7 days per week. 168 hours per week/52 weeks per year. 8760 hours per year.		

Guard Post Assignment Record		1. Field Office Ogden	2. Type of Post <input type="checkbox"/> Field <input type="checkbox"/> Patrol <input type="checkbox"/> Combination <input type="checkbox"/> Traffic Control <input checked="" type="checkbox"/> Entrance Control		3. Post Number 23
4. Type of Jurisdiction <input type="checkbox"/> Exclusive <input type="checkbox"/> Proprietary <input checked="" type="checkbox"/> Concurrent <input type="checkbox"/> Partial		5. Facility of Building Internal Revenue Service Ogden Service Center		6. Building UT0036ZZ	
7. Building Address/City 1160 West 1200 South Ogden, Utah			8. Authorized By (Signature)		9. Date 08/29/02
10. Time		11. Post Duties			
From	To				
0001	2400	<p align="center">VISITORS CENTER #1</p> <p>Serves as an uniformed guard. Armed position/Non smoking post.</p> <p>Provides security and protection of the immediate areas at Gate 5 and 6, entrance/exit by the use of 1 security officer, 24 hours per day, 7 days per week, including holidays. Guard is to remain at this post constantly during time indicated or until relieved by an official relief officer.</p> <p>Surveys/checks person(s) for proper credentials, drivers license, passes, access list, and verifies their authority to enter the facility according to the following instructions:</p> <p>The guard assigned to this position will ensure visitor's vehicles are isolated and parked at least 100 feet from the center. All visitors will be required to pass through a metal detector and have their packages, purses, etc., x-rayed. <u>A "visitor" is anyone who does not have an IRS badge and key card in their possession issued from Ogden Physical Security Office.</u> All visitors will need to be on an access list. After completing the screening process, visitors will exit the Visitors Center inside the perimeter fence line and proceed to Door F to complete the clearance process by being signed in by their manager or contact and receive their badge and/or key card. <u>On weekends, all traffic will enter through Gate 5.</u></p> <p>Employees may be picked up and dropped off in the Visitor parking area west of Door F at Gate 5. <u>Employees who have lost or forgotten their badge will go through the same procedure as a visitor with the following exception:</u> Upon receiving a Temp badge they will return to move their vehicle into regular parking and notify the officer to open the gate or barrier arm. The Temp badge will not open the barrier arms.</p> <p>Furloughed employees will come to the Visitors Center at Gate 5 and call their manager or contact person from an access list. These clearances will originate from the Security Office in order for the employee to be placed on the access list. <u>The Security Officer will ensure they are on the access list, check identification, screen the individual, send them to Door F for the sign-in and badging process.</u></p> <p>Delivery personnel will park in the visitors parking at Gate 5. The delivery person may use the phone in the Visitors Center to call the individual who is receiving the delivery to come to the Visitor Center i.e. flowers, food, etc. Delivery personnel will not be allowed past the Visitor Center. <u>Security Officers will not be allowed to accept deliveries and all deliveries must be picked up immediately.</u></p> <p>Will not leave post unless he/she has been properly relieved.</p> <p align="center">J-15</p>			

Guard Post Assignment Record		1. Field Office Ogden	2. Type of Post <input type="checkbox"/> Field <input type="checkbox"/> Patrol <input type="checkbox"/> Combination <input type="checkbox"/> Traffic Control <input checked="" type="checkbox"/> Entrance Control	3. Post Number 24
4. Type of Jurisdiction <input type="checkbox"/> Exclusive <input type="checkbox"/> Proprietary <input checked="" type="checkbox"/> Concurrent <input type="checkbox"/> Partial		5. Facility of Building Internal Revenue Service Ogden Service Center		6. Building UT0036ZZ
7. Building Address/City 1160 West 1200 South Ogden, Utah			8. Authorized By (Signature)	9. Date 06/23/04
10. Time From To		11. Post Duties		
		VISITORS CENTER #2 Additional duties of this position are to detect and apprehend all unauthorized vehicle/personnel traffic and observe and control traffic flow into the parking lot around the Center. Unauthorized vehicles will be directed to leave the premise. Maintains constant radio communication with the dispatch officer. Security officer at this post will report moving and non-moving violations and summon assistance for any problem that may be encountered. Holidays and weekends excluded. 10 hours per day/5 days per week. 50 hours per week/52 weeks per year. 2600 hours per year.		

Guard Post Assignment Record		1. Field Office Ogden	2. Type of Post <input type="checkbox"/> Field <input type="checkbox"/> Patrol <input type="checkbox"/> Combination <input type="checkbox"/> Traffic Control <input checked="" type="checkbox"/> Entrance Control		3. Post Number 24
4. Type of Jurisdiction <input type="checkbox"/> Exclusive <input type="checkbox"/> Proprietary <input checked="" type="checkbox"/> Concurrent <input type="checkbox"/> Partial		5. Facility of Building Internal Revenue Service Ogden Service Center		6. Building UT0036ZZ	
7. Building Address/City 1160 West 1200 South Ogden, Utah			8. Authorized By (Signature)		9. Date 06/23/04
10. Time		11. Post Duties			
From	To				
0645	1645	<p align="center">VISITORS CENTER #2</p> <p>Serves as a uniformed guard. Armed position/Non smoking post.</p> <p>Provides security and protection of the immediate areas at Gate 5 and 6, entrance/exit by the use of 1 security officer, 10 hours per day, 5 days per week, excluding holidays and weekends. Guard is to remain at their post constantly during times indicated or until relieved by an official relief officer.</p> <p>Surveys/checks person(s) for proper credentials, drivers license, passes, access list, and verifies their authority to enter the facility according to the following instructions:</p> <p>The guard assigned to this position will ensure visitor's vehicles are isolated and parked at least 100 feet from the center. All visitors will be required to pass through a metal detector and have their packages, purses, etc., x-rayed. <u>A "visitor" is anyone who does not have an IRS badge and key card in their possession issued from Ogden Physical Security Office.</u> All visitors will need to be on an access list. After completing the screening process, visitors will exit the Visitors Center inside the perimeter fence line and proceed to Door F to complete the clearance process by being signed in by their manager or contact and receive their badge and/or key card.</p> <p>Employees may be picked up and dropped off in the Visitor parking area west of Door F at Gate 5. <u>Employees who have lost or forgotten their badge will go through the same procedure as a visitor with the following exception:</u> Upon receiving a Temp badge they will return to move their vehicle into regular parking and notify the officer to open the gate or barrier arm. The Temp badge will not open the barrier arms.</p> <p>Furloughed employees will come to the Visitors Center at Gate 5 and call their manager or contact person from an access list. These clearances will originate from the Security Office in order for the employee to be placed on the access list. <u>The Security Officer will ensure they are on the access list, check identification, screen the individual, send them to Door F for the sign-in and badging process.</u></p> <p>Delivery personnel will park in the visitors parking at Gate 5. The delivery person may use the phone in the Visitors Center to call the individual who is receiving the delivery to come to the Visitor Center i.e. flowers, food, etc. Delivery personnel will not be allowed past the Visitor Center. <u>Security Officers will not be allowed to accept deliveries and all deliveries must be picked up immediately.</u></p> <p>Will not leave post unless he/she has been properly relieved.</p> <p align="center">J-17</p>			

Guard Post Assignment Record		1. Field Office Ogden	2. Type of Post <input type="checkbox"/> Field <input type="checkbox"/> Patrol <input checked="" type="checkbox"/> Combination <input type="checkbox"/> Traffic Control <input type="checkbox"/> Entrance Control	3. Post Number 28
4. Type of Jurisdiction <input type="checkbox"/> Exclusive <input checked="" type="checkbox"/> Proprietary <input type="checkbox"/> Concurrent <input type="checkbox"/> Partial		5. Facility of Building Internal Revenue Service Ogden Service Center		6. Building ARKA
7. Building Address/City 1973 Rulon White Blvd Ogden, Utah 84404			8. Authorized By (Signature)	9. Date 06/23/04
10. Time		11. Post Duties		
From	To			
Mon-0730	Fri 1530	CANINE TEAM – ARKA INTERIOR/EXTERIOR		
		Non smoking post/Uniformed guard		
Mon-2330	Thur 0130	The officer and canine to this post will perform various inspection duties as determined by IRS Security Officer. The duties may vary based on need.		
Sun 1600 2330	1700 0030	<p>The primary responsibilities of the officer and canine assigned to this position will be to conduct a search of all incoming mail/deliveries. The team will be on the dock to inspect each mail cart, or package after it is brought off the truck.</p> <p>If the dog alerts during an initial pass around search, another pass around will be conducted. If the dog again displays an alert, the officer will immediately notify Dispatch.</p> <p>The canine officer will evacuate the area to prevent any unauthorized personnel in the area and will await further instructions from the Shift Supervisor/Security Officer.</p> <p>At the direction of the Shift Supervisor or the Security Office/Analysts, the canine team will conduct a search of any suspicious item or package discovered in the facility. The team will participate in a search of the facility in response to a potential bomb threat situation. If the dog alerts, another pass around will be conducted. If the dog alerts again, the officer will immediately notify Dispatch, evacuate the area, and await further instructions from the Shift Supervisor/Security Office.</p> <p>Conduct a “pass around” search of any unidentified, or abandoned vehicle on the property. Immediately notify Dispatch of any detected or suspected explosives. Limit the dog’s presence inside the facility (with the exception of the dock areas).</p> <p>The dog will not be brought through the work areas inside the facility unless an emergency situation exists that requires going through the building, or unless specific instructions to do so have been issued by the Shift Supervisory/Security Office.</p> <p>Must be able to maintain and inventory badges assigned to door. Issue badges photo, red photo, yellow-photo and non-photo to employees, vendors and visitors as directed by IRS policy directives. Retrieve all non-photo, red-photo and other assigned controlled badges from departing individuals. Inventory these badges each day to ensure that all controlled (non-photo, red-photo, yellow-photo and controlled white-photo) badges have been returned and are accounted for when needed</p> <p>Must be able to maintain a sign-in/out register for all visitors and vendors entering and leaving the facility. Prepare documentation (i.e. Visitor register Form 5422) on all badges issued, when needed.</p> <p>Must surveys/check incoming and outgoing equipment, materials supplies, and property to preclude unauthorized removal of government property, and to prevent the introduction of illegal devices and substances (i.e. recording devises, bombs, weapons, incendiary, explosive, toxic or controlled substances) when needed.</p>		

J-18

Guard Post Assignment Record		1. Field Office Ogden	2. Type of Post <input type="checkbox"/> Field <input type="checkbox"/> Patrol <input checked="" type="checkbox"/> Combination <input type="checkbox"/> Traffic Control <input type="checkbox"/> Entrance Control		3. Post Number 28
4. Type of Jurisdiction <input type="checkbox"/> Exclusive <input checked="" type="checkbox"/> Proprietary <input type="checkbox"/> Concurrent <input type="checkbox"/> Partial		5. Facility of Building Internal Revenue Service Ogden Service Center		6. Building ARKA	
7. Building Address/City 1973 Rulon White Blvd Ogden, Utah 84404			8. Authorized By (Signature)		9. Date 06/23/04
10. Time		11. Post Duties			
From	To				
		<p>Will perform spot-checks the contents of briefcases, parcels, sacks, and other containers entering or exiting the building. Ensures that individuals removing equipment, supplies, documents and other government property, have proper authorization to do so, in accordance with agency procedures. The officer will check for, and collect invalid/valid property passes as individuals exit the building when needed.</p> <p>Must be able to perform gate duties when needed.</p> <p>Prepare incident report to document any unusual occurrence or discovery of an explosive device.</p> <p>The officer will maintain constant radio communication with the Dispatch Officer to report the progress of inspections and summon assistance with any problems that may be encountered.</p> <p>Will not leave post unless he/she has been properly relieved.</p> <p>10 hours per day/5 days per week (excluding holidays). 50 hours per week/52 weeks per year 2600 hours per year.</p> <p>The canine team will be on call during the hours not specified above, with a thirty-minute response time.</p>			

Guard Post Assignment Record		1. Field Office Ogden	2. Type of Post <input type="checkbox"/> Field <input type="checkbox"/> Patrol <input type="checkbox"/> Combination <input type="checkbox"/> Traffic Control <input checked="" type="checkbox"/> Entrance Control		3. Post Number 30
		4. Type of Jurisdiction <input type="checkbox"/> Exclusive <input checked="" type="checkbox"/> Proprietary <input type="checkbox"/> Concurrent <input type="checkbox"/> Partial		5. Facility of Building Internal Revenue Service Ogden Service Center	
7. Building Address/City 1973 Rulon White Blvd Ogden, Utah 84404			8. Authorized By (Signature)		9. Date 06/23/04
10. Time		11. Post Duties			
From	To				
0001	2400	GATE POST-ARKA Serves as an uniformed guard protection patrolman. Armed position/Non smoking post The guard assigned to this position will ensure each vehicle entering the facility has an individual whom has an authorized IRS badge. Primary duties of this position are to detect and apprehend all unauthorized vehicle/personnel traffic and observe and control traffic flow into the parking lot around the building. Unauthorized vehicles will be directed to leave the premise. Maintains constant radio communication with the dispatch officer. Security officer at this post will report moving and non-moving violations and summon assistance for any problems that may be encountered. Will not leave post unless he/she has been properly relieved. Hours Required: 24 hours per day/7 days per week. 168 hours per week/52 weeks per year. 8760 hours per year.			

Guard Post Assignment Record		1. Field Office	2. Type of Post	3. Post Number
		Ogden	<input type="checkbox"/> Field <input type="checkbox"/> Patrol <input type="checkbox"/> Combination <input type="checkbox"/> Traffic Control <input checked="" type="checkbox"/> Entrance Control	30
4. Type of Jurisdiction		5. Facility of Building		6. Building
<input type="checkbox"/> Exclusive <input checked="" type="checkbox"/> Proprietary <input type="checkbox"/> Concurrent <input type="checkbox"/> Partial		Internal Revenue Service Ogden Service Center		ARKA Building
7. Building Address/City			8. Authorized By (Signature)	9. Date
1973 Rulon White Blvd Ogden, Utah 84404				06/23/04
10. Time		11. Post Duties		
From	To			
0001	2400	GATE POST-ARKA Serves as an uniformed guard protection patrolman. Armed position/Non smoking post The guard assigned to this position will ensure each vehicle entering the facility has an individual whom has an authorized IRS badge. Primary duties of this position are to detect and apprehend all unauthorized vehicle/personnel traffic and observe and control traffic flow into the parking lot around the building. Unauthorized vehicles will be directed to leave the premise. Maintains constant radio communication with the dispatch officer. Security officer at this post will report moving and non-moving violations and summon assistance for any problems that may be encountered. Will not leave post unless he/she has been properly relieved. Hours Required: 24 hours per day/7 days per week. 168 hours per week/52 weeks per year. 8760 hours per year.		

Guard Post Assignment Record	1. Field Office	2. Type of Post	3. Post Number
	Ogden	<input checked="" type="checkbox"/> Field <input type="checkbox"/> Patrol <input type="checkbox"/> Combination <input type="checkbox"/> Traffic Control <input type="checkbox"/> Entrance Control	31
4. Type of Jurisdiction	5. Facility of Building		6. Building
<input type="checkbox"/> Exclusive <input checked="" type="checkbox"/> Proprietary <input type="checkbox"/> Concurrent <input type="checkbox"/> Partial	Internal Revenue Service Ogden Service Center		Arka Building
7. Building Address/City		8. Authorized By (Signature)	9. Date
1973 Rulon White Blvd Ogden, Utah 84404			06/23/04

10. Time		11. Post Duties
From	To	
0001	2400	<p align="center">ARKA BUILDING EAST SIDE – ENTRY POST</p> <p>Serve as an uniformed guard. Armed/Non smoking post.</p> <p>Provides security control for access to, and protection of, the immediate areas of the east entrance/exit, by the use of one guard, 24 hours per day, 5 days per week. Guard is to remain at his post constantly or until relieved by an official relief officer.</p> <p>Survey/checks person(s) for proper credentials, passes, badges, clearances for temporary, non-photo badges, and verifies their authority to enter the facilities. Ensures that only authorized individuals are allowed entry.</p> <p>Prepares form 4589 for issuance's of temporary non-photo badges to employees who have forgotten or lost their photo badge and will review these forms daily.</p> <p>Must be able to maintain and inventory badges assigned to door. Issue badges photo, red photo, yellow-photo and non-photo to employees, vendors and visitors as directed by IRS policy directives. Retrieve all non-photo, red-photo and other assigned controlled badges from departing individuals. Inventory these badges each day to ensure that all controlled (non-photo, red-photo, yellow-photo and controlled white-photo) badges have been returned and are accounted for when needed.</p> <p>Must be able to maintain a sign-in/out register for all visitors and vendors entering and leaving the facility. Prepare documentation (i.e. Visitor register Form 5422) on all badges issued, when needed.</p> <p>Must surveys/check incoming and outgoing equipment, materials supplies, and property to preclude unauthorized removal of government property, and to prevent the introduction of illegal devices and substances (i.e. recording devices, bombs, weapons, incendiary, explosive, toxic or controlled substances) when needed.</p> <p>Will perform spot-checks the contents of briefcases, parcels, sacks, and other containers entering or exiting the building. Ensures that individuals removing equipment, supplies, documents and other government property, have proper authorization to do so, in accordance with agency procedures. The officer will check for, and collect, invalid/valid property passes as individuals exit the building when needed.</p> <p>Must be able to perform gate duties when needed.</p> <p>Will maintain lost and found. Property brought to the door will be kept in a locked/secured area/container. The officer will maintain the required documentation and records pertaining to accountability of lost and found items.</p> <p>Will not leave post unless he/she has been properly relieved.</p> <p>Hours Required: 24 hours per day/5/days per week. Weekends and Holidays excluded. 120 hours per week/52 weeks a year. 6240 hours per year.</p>

J-22

Guard Post Assignment Record		1. Field Office Ogden	2. Type of Post <input type="checkbox"/> Field <input checked="" type="checkbox"/> Patrol <input type="checkbox"/> Combination <input type="checkbox"/> Traffic Control <input type="checkbox"/> Entrance Control	3. Post Number 33
4. Type of Jurisdiction <input type="checkbox"/> Exclusive <input type="checkbox"/> Proprietary <input checked="" type="checkbox"/> Concurrent <input type="checkbox"/> Partial		5. Facility of Building Internal Revenue Service Ogden Service Center		6. Building UT0036ZZ
7. Building Address/City Twin Rivers 2262 Wall Ave Ogden, Utah 84401			8. Authorized By (Signature)	9. Date 10/01/02
10. Time		11. Post Duties		
From	To			
0001	2400	VEHICLE AND FOOT PATROL – BUILDING EXTERIOR <p>Serves as a uniformed guard protection patrolman. Armed position/Non smoking post.</p> <p>The guard assigned to this position will conduct constant random patrols of the exterior areas of the facilities. Primary duties of the position are to detect and apprehend all unauthorized individuals attempting entry into the facility, observe and control all vehicle/pedestrian traffic, conduct vehicle accident investigations, prevent vandalism or thefts of government and/or personal property, and other problems involving the security of the building, grounds, occupants, and vehicle authorized to use the parking area.</p> <p>Checks for fire, accidents, and health hazards. Will report all moving and non-moving violations. During times other than peak traffic periods, may be used for short periods of time on other assignments as requested by occupant agency with the approval of the Contracting Officer's Technical Representative (COTR).</p> <p>The officer will proceed to Commerce Building each morning at peak times while employees are entering, Monday through Friday, to patrol the parking lot as the employees' enter. Continue this patrol until the employees entering at that time have left the parking lot (approximately 10 minutes).</p> <p>Varies the route and time intervals of each patrol in an effort to prevent observation of a routine patrol pattern. Maintains constant radio communication with the dispatch officer to report the progress of patrol and to summon assistance for any problems that may be encountered.</p> <p>Will conduct at least one exterior/interior foot patrol. For each building assigned to Twin Rivers patrol, checking all openings.</p> <p>Assists in the evacuation of the building, in the event of an emergency, in accordance with instructions from the IRS Security Officer of the COTR, and as prescribed in the Occupant Emergency Plan. Summons appropriate emergency assistance from local fire departments, medical aid and ambulance services, bomb disposal services, and public utility services, as directed or deemed necessary. Such requests to be coordinated through dispatch officer.</p> <p>Reports security breaches, violations, emergencies, and other incidents immediately to supervisor or another appropriate official. Prepares and submits appropriate written reports of such incidents encountered or noted.</p> <p>The contractor is required to furnish a licensed motor vehicle with the required liability insurance coverage as required by the State of Utah. The contractor will also provide necessary vehicle maintenance and operations costs.</p> <p>Responsible to deliver and retrieve blue bags for assigned buildings.</p> <p>Will not leave post unless he/she has been properly relieved.</p> <p>Weekends and holiday coverage required. 24 hours per day/7days per week. 52 weeks per year/8760 hours per year.</p>		

Guard Post Assignment Record		1. Field Office Ogden	2. Type of Post <input checked="" type="checkbox"/> Field <input type="checkbox"/> Patrol <input type="checkbox"/> Combination <input type="checkbox"/> Traffic Control <input type="checkbox"/> Entrance Control	3. Post Number 34
4. Type of Jurisdiction <input type="checkbox"/> Exclusive <input checked="" type="checkbox"/> Proprietary <input type="checkbox"/> Concurrent <input type="checkbox"/> Partial		5. Facility of Building Internal Revenue Service Ogden Service Center		6. Building Twin Rivers
7. Building Address/City Twin Rivers 2260 Wall Ave Ogden, Utah 84401			8. Authorized By (Signature)	9. Date 06/01/2004
10. Time		11. Post Duties		
From	To			
0445	0215	<p align="center">Twin Rivers Building – Front Entrance</p> <p>Serves as a uniformed guard. Armed position/non-smoking post.</p> <p>This is a utility position in that the officer assigned to this post will perform various security-related duties as determined necessary by the IRS Security Officer. The duties may vary from day to day. The daily schedules, routine, and duties will be coordinated between the IRS Security Officer and the contractor's on-site supervisor.</p> <p>Surveys/checks person(s) for proper credentials, passes, badges, clearance for temporary, non-photo badges, and verifies their authority to enter the facility. Ensures that only authorized individuals are allowed entry.</p> <p>Prepares Form 4589 for issuance of temporary non-photo badges to employees who have forgotten or lost their photo badge and will review these forms daily.</p> <p>Maintains and inventories badges assigned to door. Issues badges (photo, red-photo, and non-photo) to employees, vendors, and visitors as dictated by IRS policy and directives. Retrieves all non-photo, red-photo, and other assigned controlled badges from departing individuals. Inventories these badges each day to ensure that all controlled (non-photo, re-photo, and controlled white-photo) badges have been returned and are accounted for.</p> <p>Maintains a sign-in/out register for all visitors and vendors entering and leaving the facility. Prepares documentation (i.e. Visitor Register Form 5422) on all badges issued.</p> <p>Surveys/checks incoming and outgoing equipment, materials, supplies, and property to preclude unauthorized removal of government property, and to prevent the introduction of illegal devices and substances (i.e. recording devices, bombs, weapons, incendiary, explosive, toxic, or controlled substances).</p> <p>Spot-checks the contents of briefcases, parcels, sacks, and other containers entering or exiting the building. Ensures that individuals removing equipment, supplies, documents, and other government property, have proper authorization to do so, in accordance with agency procedures. The officer will check for, and collect, invalid/valid property passes as individuals exit the building.</p> <p>Verifies property passes and checks property being removed against the property listed on the property pass, After verification, retrieve property pass for submittal to IRS Security Staff.</p> <p>Reports security breaches, violations, emergencies, and other incidents immediately to supervisor or another appropriate official. Prepares and submits appropriate written reports of such incidents encountered or noted.</p> <p>Conducts interior patrols of space, responds to alarms on doors and Windows as directed by dispatch.</p> <p>Will not leave post unless he/she has been properly relieved.</p> <p>Weekends & Holidays Excluded 21.5 Hours per day/ 5 days per week 107.5 Hours per week/52 weeks per year 5590 hours per year</p>		

ATTACHMENT #2

PATROL VEHICLE REQUIREMENTS

The Contractor shall furnish three vehicles, which shall be used for patrol at the facilities and for emergency use. The recommended vehicle(s) will be approved by the COTR. Two of the vehicles will be in use 24 hours each day, seven (7) days per week. The other vehicle will be used for relief rover. The average miles each day is estimated at 100 miles/day/vehicle. Reports of the mileage for the previous day will be submitted daily to the COTR. The following requirements shall be met:

- (1) The vehicle shall be in good operating condition and available at all times during the life of the contract. It must be replaced immediately if removed from operation for any reason. It is the contractor's responsibility to register, insure the vehicle and to provide proper maintenance;
- (2) The vehicle shall carry distinctive markings of the company at all times:
- (3) The vehicle shall be equipped with a rotating emergency roof light in compliance with all applicable state and local laws. It will be working and maintained at all times.
- (4) The vehicle shall be equipped with a ten (10) to fifteen (15) pound portable, dry chemical, ABC, extinguisher. It shall be installed and maintained in accordance with NFPA 10, Portable Fire Extinguishers. The Fire Extinguisher will be maintained and readily accessible at all times.
- (5) The vehicle will be equipped with a conventional universal, first aid kit with Cling bandages and a minimum of two (2) bite sticks. The first aid kit will be accessible at all times.
- (6) The vehicle will be equipped with a set of twelve (12) volt battery jumper cables. The jumper cables will be in working order and accessible at all times.

The COTR will verify that the vehicle furnished under this provision complies with the requirements outlined above.

ATTACHMENT 3**DESCRIPTION OF TRAINING TO BE PROVIDED BY THE GOVERNMENT (IRS)**

Lesson	Subject	Hours	Key Points
2	Organization & Mission of the Facility	1	Key functions and Personnel Intro to the floor plan & organization Of the facility
3	Disclosure Laws	1	Disclosure & Confidentiality “Need to know”, laws & sanctions
4	Authorities, Duties, & Functions of a Security Officer	2	The role of the Security Office in the protection of the facility Authority & jurisdiction including Search & seizure & citizens arrest
5	Employee & Public	1	Importance of good relationships with the employees & public
6	Access Control/ID Media	2	Various ID media used & methods of entry control
13	Response to Emergencies	1	The Occupant Emergency Plan & supplemental directories dealing with Security Officer action during emergencies.
14	Orders for Posts	2	Review all post orders with emphasis on critical points Review security at entrance control Points
20	Review, Evaluation, Critique & Final Examination	2	Review examination

ATTACHMENT 4**COURSE OUTLINE FOR TRAINING TO BE PROVIDED BY THE CONTRACTOR**

Lesson	Subject	Hours	Key Points
1	Safety & Control of Firearms	3	<p>Nomenclature & operation of issued weapon</p> <p>Safety & Control, Policy restraints. Grip, stance & position. Handling the weapon with both the strong & weak hand.</p>
7	Elements of Security	2	<p>Basic elements of a security system.</p> <p>Purpose & characteristics of barrier, intrusion detection.</p>
8	Patrol Methods	1	<p>Patrol theory and application.</p> <p>Recognition of patrol hazards</p>
9	Communications	1	<p>Importance of proper use of communications equipment and procedures.</p>
10	Response to Crimes in Progress	1	<p>Caution to be exercised when coming upon a crime in process of being committed.</p> <p>The element of surprise and possibilities of encountering a crime in process.</p> <p>Types of Crime</p>
11	Use of Handcuffs	1	<p>Applying handcuffs to a suspect.</p>
12	Arrest and Search	2	<p>Planning and making an arrest.</p> <p>The correction position and procedures for searches.</p>
15	Fire-fighting	1	<p>Types of fires,</p> <p>Methods used in reporting and fighting</p> <p>Practical application in use of portable extinguishers</p>
16	Traffic Control	1	<p>Objectives and methods of vehicular</p>

and pedestrian traffic control; the basic arm and hand signals.

17	Report Writing	2	<p>Various contractor and Government agency forms, reports and logs used by the Security Force, and procedures for their completion.</p> <p>Form and content of a security report (who-what-when-where-why)</p>
18	Emergency Medical Assistance	7	<p>Immediate actions to control external bleeding; recognition of (and first aid procedures for) convulsions, epilepsy, stroke, heart attack, heat prostration, and other disorders; identify and take action to prevent shock.</p> <p>Victim comfort while awaiting professional assistance.</p> <p>COURSE TO BE PRESENTED BY AN AMERICAN RED CROSS OR AMERICAN HEART ASSOCIATION CERTIFIED INSTRUCTOR</p>
19	Cardiopulmonary Resuscitation	6	<p>Practical application CPR and the HEIMLICH method</p> <p>ABC's of life support COURSE TO BE PRESENTED BY AN AMERICAN RED CROSS OR AMERICAN HEART ASSOCIATION CERTIFIED INSTRUCTOR.</p>

ATTACHMENT 5

PRACTICAL PISTOL COURSE

DISTANCE	STAGE	POSITION	MODE	ROUNDS	SHOTS	TIME	DESCRIPTION
3 YDS	1	Standing point shoulder reference signs (FI) strong hand only	DA	6	1	2 Sec.	On shot in 2 seconds, reholster after each shot (X6).
	2	Standing point should reference sights (FI) Two handed	DA	6	2	3/2 Sec.	Two shots in 3 seconds, come to combat ready position (weapon below eye level), bring weapon to eye level and fire two shots in 2 seconds (X2).

DISTANCE	STAGE	POSITION	MODE	ROUNDS	SHOTS	TIME	DESCRIPTION
7 YDS	1	Standing two hands with signs (FI)	DA	12	1	3 Sec.	One shot in 3 seconds, reholster after each shot (X5).
	2	Standing two with sights (FI)	DA	12	2	4 Sec	Two shots in 4 seconds, reholster after each pair (X2).
					2/RL-2(6)/2	15 Sec.	Two shots unload, reload w/2 rounds (six rounds if speed loader is used), fire two more shots in 15 seconds. If pouch is used reload with four rounds. From aimed in position fire two shots in 4 seconds (X2). Strong hand only.

DISTANCE	STAGE	POSITION	MODE	ROUNDS	SHOTS	TIME	DESCRIPTION
15 YDS	1	Right/Left side standing and kneeling Barricade	DA	12	3	7/6 Sec.	Draw and fire three shots in 7 seconds right side standing position. When target edges away, shooter position assumes right side kneeling position and remains aimed in on target. Target faces shooter fires three shots.
							Shooter unloads and reloads six rounds in kneeling position, utilizing cover. Shooter then moves to left side standing position.
							Fire three shots in 25 seconds (20 seconds if speed loader is used). When target edges away, shooter assumes left side kneeling position and stays

aimed in. Target faces and shooter fires three shots in 6 seconds.

NOTE: When shooter is aimed in on edged targets, the finger will be on the trigger. However, when moving to the different positions, the shooter's finger will of OFF the trigger.

DISTANCE	STAGE	POSITION	MODE	ROUNDS	SHOTS	TIME	DESCRIPTION
25 Yds	1	Right side standing barricades	DA	6	3/2/1	8/5/3	Draw and fire three shots in 8 seconds, remain aimed in on target. Target faces, shooter fires two shots in 5 seconds, remain aimed in on target. Target faces, shooter fires one shot in 3 seconds.

DISTANCE	STAGE	POSITION	MODE	ROUNDS	SHOTS	TIME	DESCRIPTION
25 Yds	2	Left side standing barricade position	DA	6	3/2/1	8/5/3	Repeat sequence in stage 2.

NOTE: When shooter is aimed in on edged target, the finger will be ON the trigger.

COURSE NOTE: For the stage in which the shooter fires and then reholsters, the procedure will be as follows: Aimed in until the target edges away. The shooter will then look left, then right (using the eyes only, not the head), before reholstering the weapon.

MARKSMANSHIP RATINGS

240 – 260 Marksman	TOTAL ROUNDS	60
261 – 280 Sharpshooter	POSSIBLE SCORE	300
281 – 290 Expert		
291—296 Master		
297---300 Grand Master		

ATTACHMENT 6

TRAINING SCHEDULE AND PLAN

In addition to listing specific and other related information as shown below, attach a resume of each instructor. This format will be used for all training initial and on-the-job. Add remarks at bottom of page.

Date <u>Day/Month</u>	Time <u>From To</u>	Subject <u>Description</u>	Name of <u>Instructor</u>	Training Facility <u>Location</u>
--------------------------	---------------------------	-------------------------------	------------------------------	--------------------------------------

SAMPLE ONLY

ATTACHMENT 7

REPORT OF TRAINING COMPLETION

Contract Number _____

Name of
Employee _____ Date _____

The above named employee has completed training in the following subjects:

SubjectDate CompletedHours_____
Contractor's Signature

False statements regarding completion of training may be punishable by fine or imprisonment under U.S. Code, Title 18, Section 1001.

SAMPLE

PISTOL QUALIFICATION RECORD

NAME (Last, First, MI)

REGION

ZONE

NOTE: DO NOT SOLICIT SSN FROM EMPLOYEE SOCIAL SECURITY NO. SCORE OBTAIN
FROM EXISTING FILES

COMMENTS

QUALIFIED (Minimum qualifying score 210 out of 300)

DATE

____ YES

____ NO

RANGE OFFICER (Print name and sign)

DATE

SAMPLE

ATTACHMENT 9

KEY PERSONEL RESUME

This resume is pertinent to the experience and professional background of contract security supervisory personnel. A Key Personnel Resume must be completed for each supervisor who will have a direct job performance relationship with guards assigned to perform the work requirements of this contract. A copy of each supervisor's Key Personnel Resume shall be provided to the Contracting Officer's Representative.

PROPOSED POSITION TITLE _____
 SUPERVISOR'S NAME _____
 CURRENT POSITION WITH THE CONTRACT FIRM _____
 TIME IN CURRENT POSITION (Yrs, Months) _____ Annual Salary _____
 RESPONSIBLE FOR THE WORK OF _____ PERSONS

DESCRIPTION AND SCOPE OF CURRENT JOB:

WORK EXPERIENCE (past 10 yrs in chronological order):

<u>Date</u> <u>From</u> <u>To</u>	<u>Job Title</u>	<u>Company</u> <u>Address</u>	<u>Reference</u> <u>Address</u>
-----------------------------------	------------------	----------------------------------	------------------------------------

EDUCATION SUMMARY (High School, College, Specialized, Trade-Name/Instruction, Address, Periods of Attendance, Credits, Degrees, Certificates):

BRIEF STATE OF WHY THIS SUPERVISOR IS BELIEVED TO BE QUALIFIED FOR THIS CONTRACT (Use the reverse side of this page)

SAMPLE

ATTACHMENT 10

TO BE GIVEN TO PERSON
EXAMINED WITH A PRE-
ADDRESSED
"CONFIDENTIAL-
MEDICAL" ENVELOPE

UNITED STATES CIVIL SERVICE COMMISSION
CERTIFICATE OF MEDICAL EXAMINATION

Form Approved
Budget Bureau
NO. 50-R007

PART A. TO BE COMPLETED BY APPLICANT OR EMPLOYEE (*typewrite or print in ink*)

1. NAME (<i>last, first, middle</i>)	2. SOCIAL SECURITY ACCOUNT NO.	3. SEX [] MALE [] FEMALE	4. DATE OF BIRTH
5. DO YOU HAVE ANY MEDICAL DISORDER OR PHYSICAL IMPAIRMENT, WHICH WOULD INTERFERE IN ANY WAY WITH THE FULL PERFORMANCE OF THE DUTIES SHOWN BELOW? [] YES [] NO (If your answer is "YES," explain fully to the physician performing the examination.)		6. I CERTIFY THAT ALL THE INFORMATION GIVEN BY ME IN CONNECTION WITH THIS EXAMINATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. (signature of applicant)	

PART B. TO BE COMPLETED BEFORE EXAMINATION BY APPOINTING OFFICER

1. PURPOSE OF EXAMINATION [] PREAPPOINTMENT [] OTHER (<i>specify</i>)	2. POSITION TITLE
---	-------------------

3. BRIEF DESCRIPTION OF WHAT POSITION REQUIRES EMPLOYEE TO DO

Guard will patrol by foot, interior and exterior of a large facility. Duties will include prolonged standing at entry control stations. Requires rapid response to emergencies involving personnel, costly equipment, and facilities. Requires physical ability, mental alertness, and emotional stability in dealing with emergencies.

4. Circle the number preceding each functional requirement and each environmental factor essential to the duties of this position. List any additional factors in the blank spaces. Also, if the position involves law enforcement, air traffic control, or fire fighting, attach the specific medical standards for the information of the examining physician.

A. FUNCTIONAL REQUIREMENTS		
1. Heavy lifting, 45 pounds and over 2. Moderate lifting, 15-44 pounds 3. Light lifting, under 15 pounds 4. Heavy carrying, 45 pounds and over 5. Moderate carrying, 15-44 pounds 6. Light carrying, under 15 pounds 7. Straight pulling (hours) 8. Pulling hand over hand (hours) 9. Pushing (hours) 10. Reaching above shoulder 11. Use of fingers 12. Both hands required 13. Walking (hours) 14. Standing (hours)	15. Crawling (hours) 16. Kneeling (hours) 17. Repeated bending (hours) 18. Climbing, legs only (hours) 19. Climbing, use of legs and arms 20. Both legs required 21. Operation of crane, truck tractor, or motor vehicle. 22. Ability for rapid mental and muscular coordination simultaneously. 23. Ability to use and desirability of using firearms 24. near visions correctable at 13" to 16" to Jaeger 1 to 4	25. Far vision correctable in one eye to 20/20 and to 20/40 in the other 26. Fair vision correctable in one eye to 20/50 and to 20/100 in the other 27. Specific visual requirement (<i>specify</i>) 28. Both eyes required 29. Depth perception 30. Ability to distinguish basic colors 31. Ability to distinguish shades of colors 32. Hearing (<i>aid permitted</i>) 33. Hearing without aid 34. Specific hearing requirements (<i>specify</i>) 35. Other (<i>specify</i>)
B. ENVIRONMENTAL FACTORS		
1. Outside 2. Outside and inside 3. Excessive heat 4. Excessive cold 5. Excessive humidity 6. Excessive dampness or chilling 7. Dry atmosphere conditions 8. Excessive noise, intermittent 9. Constant noise 10. Dust	11. Silica, asbestos, etc. 12. Fumes, smoke or gases 13. Solvents (<i>degreasing agents</i>) 14. Grease and oils 15. Radiant energy 16. Electrical energy 17. Slippery or uneven walking surfaces 18. Working around machinery with moving parts 19. Working around moving objects or vehicles	20. Working on ladders or scaffolding 21. Working below ground 22. Unusual fatigue factors (<i>specify</i>) 23. Working with hands in water 24. Explosives 25. Vibrations 26. Working closely with others 27. Working alone 28. Protracted or irregular hours of work 29. Other (<i>specify</i>)

* Must be able to hear normal conversation at 20' and whispered conversation at 10' without benefit of artificial device(s).

Part C. TO BE COMPLETED BY EXAMINING PHYSICIAN

1. EXAMINING PHYSICIAN'S NAME (<i>type or print</i>)	3. SIGNATURE OF EXAMINING PHYSICIAN
--	-------------------------------------

J-35

2. ADDRESS (including Zip Code)	IMPORTANT: After signing, return the entire form intact in the preaddressed "Confidential- Medical" envelope, which the person you examined gave you.
---------------------------------	---

FOR AGENCY USE ONLY

PART A. TO BE COMPLETED BY APPLICANT OR EMPLOYEE (typewrite or print in ink)			
1. name (last, first, middle)	2. SOCIAL SECURITY ACCOUNT NO.	3. SEX [] MALE [] FEMALE	4. DATE OF BIRTH
5. DO YOU HAVE ANY MEDICAL DISORDER OR PHYSICAL IMPAIRMENT, WHICH WOULD INTERFERE IN ANY WAY WITH THE FULL PERFORMANCE OF THE DUTIES SHOWN BELOW? [] YES [] NO If you answer is "YES" explain fully to the physician performing the examination)	6. I certify that all the information given by me in connection with this examination is correct to the best of my knowledge and belief. (signature of applicant)		

PART D. TO BE COMPLETED BY AGENCY MEDICAL OFFICER (if one is available)

NOTE: Review the attached certificate of medical examination and make your recommendations in item 1 below. If the medical examination was done for pre-appointment purposes, circle the appropriate handicap code in part F.

1. RECOMMENDATION: [] HIRE OR RETAIN. DESCRIBE LIMITATIONS, IF ANY, HERE. [] TAKE ACTION SEPARATE OR DO NOT FIRE. EXPLAIN WHY.		
2. AGENCY MEDICAL OFFICER'S NAME (type or print)	3. LOCATION (City, State, ZIP Code)	4. DATE

PART E. TO BE COMPLETED BY AGENCY PERSONNEL OFFICER

NOTE: Enter the action taken below. If this form is used for pre-appointment purposes, be sure the appropriate handicap code in Part F is circled. IMPORTANT: See FMP Chapter 293, Subchapter 3; FMP Chapter 339; and FPM Supplement 339-31 for disposition and/or filing of both parts of this form, either separately or together.

1. ACTION TAKEN [] HIRED OR RETAINED. [] NON-SELECTED FOR APPOINTMENT, OR ELIGIBILITY OBJECTED TO. [] ACTION TAKEN TO SEPARATE.		
2. AGENCY PERSONNEL OFFICER'S NAME (type or print)	3. SIGNATURE	4. DATE

PART F. HANDICAP CODE (to be completed only in pre-appointment cases)

If the person examined has or had a handicap listed below, circle the code number, which pertains to that handicap. If more than one handicap applies, circle the one considered most limiting. If none of the handicap codes apply, circle code "00".

00 No handicap of the type listed	40 Hearing aid required	52 Diabetes – controlled
10 Amputation – one major extremity	41 No usable hearing	53 Epilepsy – adequately controlled
11 Amputation – two or more major extremities	42 No usable hearing, with speech malfunction	54 History of emotional behavioral problems requiring special placement effort
20 – Deformity or impaired function – upper extremity	43 Normal hearing, with speech malfunction	55 Mentally retarded
21 Deformity or impaired function – lower extremity or back	50 Tuberculosis – inactive pulmonary	56 Mentally restored
30 Vision – one eye only	51 Organic heart disease (compensated) – valvular, arrhythmia, arteriosclerosis, healed coronary lesions	
31 No usable vision		

1. EXAMINING PHYSICIAN'S NAME <i>(type or print)</i>	3. SIGNATURE OF EXAMINING PHYSICIAN
2. ADDRESS <i>(including ZIP Code)</i>	IMPORTANT: After signing, return the entire form intact in the pre-addressed "Confidential-Medical" envelope, which the person you examined gave you.

ATTACHMENT 10 (CONTINUED)

NOTE TO EXAMINING PHYSICIAN: The person you are about to examine will have to cope with the functional requirements and environmental factors circled on the other side of this form. Please take them, and the brief description of job duties above them, into consideration as you make your examination and report your findings and conclusions.																															
1. HEIGHT: _____ FEET, _____ INCHES.	WEIGHT: _____ POUNDS																														
2. EYES: _____ 20 20 20 20 (A) Distant vision (Snellen): without glasses: right left ; with glass, if worn: right left (B) What is the longest and shortest distance at which the following specimen of Jaeger No 2 type can be read by the applicant? Test each eye separately. Jaeger No. 2 Type without glasses: with glasses, if used: Employees in the Federal classified service as R. _____ in. to _____ in. R. _____ in. to _____ in. May be requested by the Civil Service Commission Or it's authorized representative. This order will L. _____ in. to _____ in. Supplement the Executive Orders of May 29, and June 18, 1923 (Executive Order, September 4, 1924)																															
(C) Color vision: Is color vision normal when Ishihara or other color plate test is use? [] YES [] NO If not, can applicant pass lantern, yarn, or other comparable test? [] YES [] NO																															
3. Ears: (Consider denominators indicated here as normal. Record as numerators the greatest distance heard.) Ordinary conversation: RIGHT EAR _____; LEFT EAR _____ 20 ft. 20 ft.																															
<table border="1"> <tr> <th colspan="10">Audiometer (if given)</th> </tr> <tr> <th>250</th> <th>500</th> <th>1000</th> <th>2000</th> <th>3000</th> <th>4000</th> <th>5000</th> <th>6000</th> <th>7000</th> <th>8000</th> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		Audiometer (if given)										250	500	1000	2000	3000	4000	5000	6000	7000	8000										
Audiometer (if given)																															
250	500	1000	2000	3000	4000	5000	6000	7000	8000																						
4. OTHER FINDINGS: In items a through 1 briefly describes any <i>abnormality</i> (including diseases, scars and disfigurements). Include brief history, if pertinent. If normal, so indicate.																															
a. Eyes, ears, nose, and throat <i>(including tooth and oral hygiene)</i>	e. Abdomen																														
b. Head and back <i>(including face, hair, and scalp)</i>	f. Peripheral blood vessels																														
c. Speech <i>(note any malfunction)</i>	g. Extremities																														
d. Skin and lymph nodes <i>(including thyroid gland)</i>	h. Urinalysis <i>(if indicated)</i> Sp. Gr. Sugar Blood Albumen Casts Pus																														
i. Respiratory tract <i>(X-ray if indicated)</i>																															
j. Heart <i>(size, rate, rhythm, function)</i> _____ Blood pressure Pulse EKF <i>(if indicated)</i>																															
k. Back <i>(special consideration for positions involving heavy lifting and other strenuous duties)</i>																															
l. Neurological and mental health																															

CONCLUSIONS: Summarize below any medical findings, which, in your opinion, would limit this person's performance of the job duties and/or would make him a hazard to himself or others. If none, so indicate.

☐ No limiting conditions for this job

☐ Limiting conditions as follows:

ATTACHMENT 11

WAGE DETERMINATION 94-2531

94-2531 UT, STATEWIDE 08/31/04

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2531

Revision No.: 26

Date Of Last Revision: 08/25/2004

State: Utah

Area: Utah Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	8.83
01012 - Accounting Clerk II	10.05
01013 - Accounting Clerk III	12.37
01014 - Accounting Clerk IV	14.53
01030 - Court Reporter	13.32
01050 - Dispatcher, Motor Vehicle	15.31
01060 - Document Preparation Clerk	10.27
01070 - Messenger (Courier)	8.97
01090 - Duplicating Machine Operator	10.27
01110 - Film/Tape Librarian	9.78
01115 - General Clerk I	8.50
01116 - General Clerk II	9.94
01117 - General Clerk III	10.54
01118 - General Clerk IV	12.69
01120 - Housing Referral Assistant	14.91
01131 - Key Entry Operator I	10.27
01132 - Key Entry Operator II	12.20
01191 - Order Clerk I	11.81 Daily
01192 - Order Clerk II	13.64
01261 - Personnel Assistant (Employment) I	11.39
01262 - Personnel Assistant (Employment) II	12.55
01263 - Personnel Assistant (Employment) III	13.19
01264 - Personnel Assistant (Employment) IV	14.65
01270 - Production Control Clerk	14.86
01290 - Rental Clerk	9.78
01300 - Scheduler, Maintenance	11.61
01311 - Secretary I	11.61
01312 - Secretary II	13.06
01313 - Secretary III	14.91
01314 - Secretary IV	17.73
01315 - Secretary V	19.22
01320 - Service Order Dispatcher	13.62
01341 - Stenographer I	12.53
01342 - Stenographer II	14.08
01400 - Supply Technician	17.73
01420 - Survey Worker (Interviewer)	11.00

01460 - Switchboard Operator-Receptionist	10.05
01510 - Test Examiner	13.06
01520 - Test Proctor	13.06
01531 - Travel Clerk I	10.27
01532 - Travel Clerk II	10.96
01533 - Travel Clerk III	11.54
01611 - Word Processor I	11.73
01612 - Word Processor II	15.88
01613 - Word Processor III	17.61
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	9.42
03041 - Computer Operator I	11.04
03042 - Computer Operator II	13.96
03043 - Computer Operator III	18.14
03044 - Computer Operator IV	19.77
03045 - Computer Operator V	21.91
03071 - Computer Programmer I (1)	18.30
03072 - Computer Programmer II (1)	21.16
03073 - Computer Programmer III (1)	25.99
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	22.37
03102 - Computer Systems Analyst II (1)	26.53
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.04
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	15.94
05010 - Automotive Glass Installer	15.06
05040 - Automotive Worker	15.03
05070 - Electrician, Automotive	15.86
05100 - Mobile Equipment Servicer	13.37
05130 - Motor Equipment Metal Mechanic	16.52
05160 - Motor Equipment Metal Worker	15.03
05190 - Motor Vehicle Mechanic	15.64
05220 - Motor Vehicle Mechanic Helper	12.38
05250 - Motor Vehicle Upholstery Worker	14.20
05280 - Motor Vehicle Wrecker	15.03
05310 - Painter, Automotive	15.86
05340 - Radiator Repair Specialist	15.03
05370 - Tire Repairer	12.41
05400 - Transmission Repair Specialist	16.52
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.58
07010 - Baker	10.38
07041 - Cook I	9.03
07042 - Cook II	10.22
07070 - Dishwasher	7.02
07130 - Meat Cutter	12.75
07250 - Waiter/Waitress	7.51
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.76
09040 - Furniture Handler	11.34
09070 - Furniture Refinisher	15.76
09100 - Furniture Refinisher Helper	11.89
09110 - Furniture Repairer, Minor	13.64
09130 - Upholsterer	15.76
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.26
11060 - Elevator Operator	7.92
11090 - Gardener	11.79
11121 - House Keeping Aid I	7.80
11122 - House Keeping Aid II	8.27

11150 - Janitor	8.69
11210 - Laborer, Grounds Maintenance	9.79
11240 - Maid or Houseman	7.80
11270 - Pest Controller	11.50
11300 - Refuse Collector	9.16
11330 - Tractor Operator	11.40
11360 - Window Cleaner	8.23
12000 - Health Occupations	
12020 - Dental Assistant	11.19
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.97
12071 - Licensed Practical Nurse I	11.37
12072 - Licensed Practical Nurse II	12.78
12073 - Licensed Practical Nurse III	14.29
12100 - Medical Assistant	10.47
12130 - Medical Laboratory Technician	11.00
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.07
12222 - Nursing Assistant II	9.07
12223 - Nursing Assistant III	9.91
12224 - Nursing Assistant IV	11.11
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	11.57
12311 - Registered Nurse I	18.24
12312 - Registered Nurse II	22.54
12313 - Registered Nurse II, Specialist	22.54
12314 - Registered Nurse III	30.02
12315 - Registered Nurse III, Anesthetist	30.02
12316 - Registered Nurse IV	33.52
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.49
13011 - Exhibits Specialist I	14.54
13012 - Exhibits Specialist II	17.70
13013 - Exhibits Specialist III	21.59
13041 - Illustrator I	15.75
13042 - Illustrator II	19.17
13043 - Illustrator III	23.39
13047 - Librarian	18.55
13050 - Library Technician	10.72
13071 - Photographer I	15.07
13072 - Photographer II	17.59
13073 - Photographer III	21.42
13074 - Photographer IV	26.13
13075 - Photographer V	31.70
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.68
15030 - Counter Attendant	7.68
15040 - Dry Cleaner	9.90
15070 - Finisher, Flatwork, Machine	7.68
15090 - Presser, Hand	7.68
15100 - Presser, Machine, Drycleaning	7.68
15130 - Presser, Machine, Shirts	7.68
15160 - Presser, Machine, Wearing Apparel, Laundry	7.68
15190 - Sewing Machine Operator	10.57
15220 - Tailor	11.14
15250 - Washer, Machine	8.58
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.41
19040 - Tool and Die Maker	18.54
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.04
21020 - Material Coordinator	15.62

21030 - Material Expediter	15.62
21040 - Material Handling Laborer	11.67
21050 - Order Filler	10.28
21071 - Forklift Operator	12.28
21080 - Production Line Worker (Food Processing)	12.28
21100 - Shipping/Receiving Clerk	11.55
21130 - Shipping Packer	11.55
21140 - Store Worker I	9.01
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.55
21210 - Tools and Parts Attendant	12.28
21400 - Warehouse Specialist	12.28
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.03
23040 - Aircraft Mechanic Helper	13.11
23050 - Aircraft Quality Control Inspector	19.04
23060 - Aircraft Servicer	15.11
23070 - Aircraft Worker	16.13
23100 - Appliance Mechanic	15.23
23120 - Bicycle Repairer	12.41
23125 - Cable Splicer	22.07
23130 - Carpenter, Maintenance	15.57
23140 - Carpet Layer	16.59
23160 - Electrician, Maintenance	18.42
23181 - Electronics Technician, Maintenance I	16.25
23182 - Electronics Technician, Maintenance II	23.20
23183 - Electronics Technician, Maintenance III	25.14
23260 - Fabric Worker	14.46
23290 - Fire Alarm System Mechanic	17.64
23310 - Fire Extinguisher Repairer	13.40
23340 - Fuel Distribution System Mechanic	19.08
23370 - General Maintenance Worker	13.99
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.41
23430 - Heavy Equipment Mechanic	17.80
23440 - Heavy Equipment Operator	17.20
23460 - Instrument Mechanic	17.64
23470 - Laborer	9.16
23500 - Locksmith	15.23
23530 - Machinery Maintenance Mechanic	20.19
23550 - Machinist, Maintenance	15.86
23580 - Maintenance Trades Helper	11.89
23640 - Millwright	16.08
23700 - Office Appliance Repairer	16.58
23740 - Painter, Aircraft	16.75
23760 - Painter, Maintenance	15.23
23790 - Pipefitter, Maintenance	19.45
23800 - Plumber, Maintenance	18.68
23820 - Pneudraulic Systems Mechanic	17.70
23850 - Rigger	17.45
23870 - Scale Mechanic	15.52
23890 - Sheet-Metal Worker, Maintenance	17.45
23910 - Small Engine Mechanic	14.43
23930 - Telecommunication Mechanic I	15.86
23931 - Telecommunication Mechanic II	16.49
23950 - Telephone Lineman	16.49
23960 - Welder, Combination, Maintenance	15.86
23965 - Well Driller	16.67
23970 - Woodcraft Worker	15.86
23980 - Woodworker	12.84
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.85
24580 - Child Care Center Clerk	11.05

24600 - Chore Aid	7.25
24630 - Homemaker	12.24
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.65
25040 - Sewage Plant Operator	16.75
25070 - Stationary Engineer	20.65
25190 - Ventilation Equipment Tender	13.11
25210 - Water Treatment Plant Operator	16.75
27000 - Protective Service Occupations	
(not set) - Police Officer	21.39
27004 - Alarm Monitor	13.37
27006 - Corrections Officer	19.80
27010 - Court Security Officer	19.14
27040 - Detention Officer	18.00
27070 - Firefighter	18.02
27101 - Guard I	8.54
27102 - Guard II	13.66
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.62
28020 - Hatch Tender	15.62
28030 - Line Handler	15.62
28040 - Stevedore I	16.19
28050 - Stevedore II	18.90
29000 - Technical Occupations	
21150 - Graphic Artist	17.03
29010 - Air Traffic Control Specialist, Center (2)	30.50
29011 - Air Traffic Control Specialist, Station (2)	21.03
29012 - Air Traffic Control Specialist, Terminal (2)	23.16
29023 - Archeological Technician I	15.26
29024 - Archeological Technician II	17.06
29025 - Archeological Technician III	21.14
29030 - Cartographic Technician	20.36
29035 - Computer Based Training (CBT) Specialist/ Instructor	22.37
29040 - Civil Engineering Technician	17.99
29061 - Drafter I	11.13
29062 - Drafter II	14.87
29063 - Drafter III	17.44
29064 - Drafter IV	22.08
29081 - Engineering Technician I	11.28
29082 - Engineering Technician II	13.77
29083 - Engineering Technician III	16.62
29084 - Engineering Technician IV	21.15
29085 - Engineering Technician V	23.28
29086 - Engineering Technician VI	26.68
29090 - Environmental Technician	18.58
29100 - Flight Simulator/Instructor (Pilot)	26.53
29160 - Instructor	18.88
29210 - Laboratory Technician	16.62
29240 - Mathematical Technician	22.08
29361 - Paralegal/Legal Assistant I	13.76
29362 - Paralegal/Legal Assistant II	16.37
29363 - Paralegal/Legal Assistant III	18.18
29364 - Paralegal/Legal Assistant IV	24.86
29390 - Photooptics Technician	22.08
29480 - Technical Writer	23.69
29491 - Unexploded Ordnance (UXO) Technician I	19.38
29492 - Unexploded Ordnance (UXO) Technician II	23.45
29493 - Unexploded Ordnance (UXO) Technician III	28.11
29494 - Unexploded (UXO) Safety Escort	19.38
29495 - Unexploded (UXO) Sweep Personnel	19.38
29620 - Weather Observer, Senior (3)	18.66

29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.80
29622 - Weather Observer, Upper Air (3)	16.80
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	13.86
31260 - Parking and Lot Attendant	7.64
31290 - Shuttle Bus Driver	10.64
31300 - Taxi Driver	9.46
31361 - Truckdriver, Light Truck	10.64
31362 - Truckdriver, Medium Truck	15.87
31363 - Truckdriver, Heavy Truck	16.85
31364 - Truckdriver, Tractor-Trailer	16.85
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.22
99030 - Cashier	7.66
99041 - Carnival Equipment Operator	9.22
99042 - Carnival Equipment Repairer	9.87
99043 - Carnival Worker	7.26
99050 - Desk Clerk	8.85
99095 - Embalmer	19.14
99300 - Lifeguard	10.19
99310 - Mortician	19.14
99350 - Park Attendant (Aide)	12.79
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.56
99500 - Recreation Specialist	12.24
99510 - Recycling Worker	11.59
99610 - Sales Clerk	10.06
99620 - School Crossing Guard (Crosswalk Attendant)	8.33
99630 - Sport Official	9.56
99658 - Survey Party Chief (Chief of Party)	15.41
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.00
99660 - Surveying Aide	10.97
99690 - Swimming Pool Operator	11.94
99720 - Vending Machine Attendant	9.86
99730 - Vending Machine Repairer	11.94
99740 - Vending Machine Repairer Helper	9.86

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT 12

REQUEST FOR WAIVER OF TRAINING

Name of Employee _____ Date _____.

Subject to be Waived
(List subjects for which a
a waiver is requested)

Describe Supporting Documents
(Make reference to supporting document
by subject. Supporting documents must be
attached for review by the Contracting Officer.)

Contractor's Signature

ATTACHMENT 13

DISCLAIMER

Regarding Section H.1, Insurance – Work On A Government Installation; “Contract guard personnel are employees of the Contractor and are not employees of the Internal Revenue Service. Accordingly, the United States Government is not responsible for any tortuous conduct of contract guard personnel otherwise compensable under the Federal Tort Claims Act (28 U.S.C. Sub-section 1346 (b)) and is not liable to compensate for injuries, losses, or damages sustained which would otherwise be compensable pursuant to the Federal Employees Compensation Act (5 U.S.C. Sub-section 8101) or the Military Personnel and Civilian Employees Claim Act (31 U.S.C. Sub-section 3721).”

ATTACHMENT 14**QUALITY ASSURANCE SURVEILLANCE PLAN****(QASP)**

**Armed Guard Services
Ogden Internal Revenue Service Campus
Ogden, UT**

Note: This Quality Assurance Surveillance Plan (QASP) is provided for information only and does not need to be addressed in Offerors' proposal.

1. PURPOSE:

This Quality Assurance Surveillance Plan (QASP) has been developed and designed to aid the COTR in providing effective and systematic surveillance of all aspects of the armed guard services required by the contract. This plan is provided for information only and may be changed at any time. This plan provides for monitoring all contract requirements through a combination of the following methods:

- a. Surveillance Activity Checklists;
- b. Unscheduled Inspections; and
- c. Validated Customer Complaints

2. OBJECTIVE:

The objective of this QASP is to provide detail on how to inspect and evaluate the contractor's performance in key areas. The Government is primarily interested in both timeliness and quality of performance. This plan will focus on the level of performance required by the statement of work, rather than the methodology used by the contractor to achieve that level of performance. The principal method of surveillance will be by unscheduled inspections of selected tasks as they are performed.

3. QUALITY ASSURANCE EVALUATORS:

Quality Assurance Evaluators (QAE) for this contract are employees of the Internal Revenue Service's Security Section at Ogden IRS and are responsible for the day to day inspection and monitoring of the Contractor's work. The responsibilities of the QAE include, but are not limited to: inspecting the work to insure compliance with the contract compliance; documenting through written inspection reports the results of all inspections conducted; following through to assure that all defects or omissions are corrected; conferring with representatives of the Contractor regarding any problems encountered in the performance of the work and generally assisting the COTR in carrying out his responsibilities. Primary Method of Inspection will be unscheduled inspections.

4. USE OF THE QASP:

- a. The COTR will:
 - 1. document surveillance via use of, and as outlined in, this surveillance plan;
 - 2. ensure that adequate inspections are made to determine that Contractor is providing service according to contracts terms and conditions;
 - 3. select tasks, areas, and times for inspection to ensure that all tasks and posts are periodically inspected.
- b. Monthly checklists will be used to record information on observations and defects. Each defect observed will be recorded on the checklists. These documents will then become a formal government record for later reference. The tally of defects observed at the end of each month will be compared to the maximum allowable degree of deviation. Any discrepancies detected during the course of the surveillance, even if not of sufficient degree to render the service unsatisfactory in terms of the maximum allowable degree of deviation, will require corrective action by the contractor, if appropriate/ possible. Specifics concerning any errors will be recorded in the "Remarks" area of the checklist(s). The Contractor's representative will be asked to initial any such entry.
- c. If, at the conclusion of the month's inspection, it is found that the number of defects exceed the maximum allowable degree of deviation that service may be considered unsatisfactory. If performance in any area is judged unsatisfactory, based on scheduled inspections, the contractor will be given a Contract Discrepancy Report (CDR) by the COTR. When completed and signed, the CDR, along with the checklists, becomes the documentation supporting payment, reduced payment, nonpayment, or other actions as necessary.
- d. During the course of the month, the COTR may receive customer complaints about the quality of service. Each complaint received shall be validated by the COTR to the extent feasible to ensure the service was required and that the standard was not met. If surveillance shows that a specific service is unsatisfactory, customer complaints may be used by the COTR as further evidence of unsatisfactory performance.

5. Evaluation Procedures.

a. Unscheduled Inspections. Unscheduled inspections may be conducted at any time. Performance defects observed during unscheduled inspections will be documented on the "Evaluation Work Sheet." QAE's may visit and observe selected posts anytime during the designated shift period and evaluate the Work Requirements (Quality of Work; Conduct; and Uniform/Firearms).

A Pass (P) or Fail (F) rating will be assigned each task inspected, based on the Performance Criteria listed below. Any Work Requirement task reasonably unavailable for inspection will receive a neutral rating. A brief description of observed defects or actions taken will be

b. Customer Complaints. The QAE will record and attempt to validate each customer complaint received on the standard Customer Complaint Form (attached). Only complaints validated by the QAE will be documented as an observed defect.

c. Documented Defects. Copies of documented performance defects will be provided the Contractor within 24 hours of validation by the COTR. Performance defects represent a loss in value to the Government and are subject to payment deductions. Refer to Section E, Payment Adjustment Clause.

Analysis of Results.

a. At the end of the month, the COTR will summarize the results of the inspections; compare the number of satisfactory performance ratings to maximum allowable degree of deviation for each Work Requirement and review documented defects, determine if monitoring needs to be increased, and, calculate recommended payment deductions for documented defects in accordance with the "Payment Adjustment Clause" in Section E.

b. The COTR will monitor the Contractor's overall performance and recommend appropriate administrative actions to the Contracting Officer when performance is less than satisfactory.

ATTACHMENT 15

PAST PERFORMANCE QUESTIONNAIRE

PART ONE: INSTRUCTIONS

The company who has provided you with this form is proposing on an Internal Revenue Service (IRS) acquisition for Contract Guard Services. Past performance is an important evaluation criteria for the acquisition, so input from previous customers of the offeror is very important. We would greatly appreciate you taking the time to complete this form. ***The information is to be provided directly to Ms. Christine Matschkowsky, IRS, Contract Specialist. Offerors, determined to be in the competitive range, will be provided the opportunity to discuss past performance information obtained from references; however, names of individuals providing reference information about an offeror's past performance will not be disclosed.*** Please provide an honest assessment and return by mail or fax to the IRS Contract Specialist, Christine Matschkowsky at the address shown below no later than **October 26, 2004**. If you have any questions, please contact Ms. Christine Matschkowsky at voice: (415) 848-4737; or fax: (415) 848-4711.

Internal Revenue Service
Attn: Christine Matschkowsky
Western Area Field Procurement Operations
333 Market Street, Suite 1400
San Francisco, CA 94105

PART TWO: GENERAL INFORMATION

1. OFFEROR'S NAME AND ADDRESS

2. CUSTOMER ORGANIZATION NAME AND ADDRESS

3. Contract Number: _____

2a. EVALUATOR

4. Contract Value (Circle One):

<\$ 1M \$ 1M-\$ 10M >\$ 10M

NAME:

TITLE:

PHONE NO:

5. Contract or Task Order (TO) Award Date:

____ / ____ / ____

6. Contract or TO Completion Date (Include Extensions):

____ / ____ / ____

7. CONTRACT TYPE (Circle All That Apply)

FFP CPFF CPAF OTHER (Specify Type)

8. COMPLEXITY OF WORK (Circle One Response):

DIFFICULT

ROUTINE

BOTH

PART TWO: GENERAL INFORMATION (continued)

(f) INDICATE GEOGRAPHIC DISTRIBUTION OF SERVICES

(g) NUMBER OF USERS/LOCATIONS SERVICED BY THIS CONTRACT:

___ Local ___ Nationwide ___ Worldwide

11. TYPE AND EXTENT OF SUBCONTRACTING SUPPORT (Complete this item only if subcontracting support was used by the offeror):

12. BRIEF DESCRIPTION OF YOUR CONTRACT REQUIREMENTS:

PART THREE: OFFEROR PERFORMANCE RATING

On the following pages, please summarize the offeror's performance in each of the five rating factors. Each factor has a set of subfactors with four possible adjectival ratings. Determine the adjectival rating that most nearly represents your experience with this offeror and indicate your assessment by placing any "X" under the appropriate heading. Offeror's performance factors are -

- A. QUALITY OF SERVICES
- B. PROJECT MANAGEMENT
- C. TIMELINESS OF PERFORMANCE
- D. CUSTOMER SATISFACTION
- E. CONTRACTOR PERSONNEL

Adjectival ratings are defined below and should be used as a reference in assessing performance:

- | | |
|------------------|--|
| OUTSTANDING = | Offeror performance was technically acceptable and provided significant, unusual, unique, or worthwhile features or benefits |
| SATISFACTORY = | Offeror performance met customer expectations or contract requirements (i.e., demonstrated an acceptable understanding of the requirements, provided an acceptable management and technical approach to tasks; and provided complete response to customer needs) |
| MARGINAL = | Offeror performance could have stood improvement (i.e., demonstrated a marginal understanding of requirements and marginal approach to tasks) |
| UNSATISFACTORY = | Offeror performance DID NOT meet customer expectations or Contract requirements |
| NOT APPLICABLE = | Offeror was not required to perform in this area on this contract |

Using the definitions provided above, check applicable rating. You may provide additional information to support your rating. Attach additional sheets if necessary.

A. QUALITY OF SERVICES

☐ Outstanding:

☐ Satisfactory:

☐ Marginal:

☐ Unsatisfactory:

B. PROJECT MANAGEMENT

☐ Outstanding:

☐ Satisfactory:

☐ Marginal:

☐ Unsatisfactory:

C. TIMELINESS OF PERFORMANCE

☐ Outstanding:

☐ Satisfactory:

☐ Marginal:

☐ Unsatisfactory:

D. CUSTOMER SATISFACTION

☐ Outstanding:

☐ Satisfactory:

☐ Marginal:

☐ Unsatisfactory:

E. CONTRACTOR PERSONNEL

☐ Outstanding:

☐ Satisfactory:

☐ Marginal:

☐ Unsatisfactory:

ATTACHMENT 16
PERFORMANCE REQUIREMENTS SUMMARY TABLE

(1) Performance Requirements	(2) Performance Measure	(3) Standard/Contract Item	(4) Maximum Allowable Degree of Deviation	(5) Method of Inspection	(6) Calculation of Reduction
Supervisory/ Management Duties and Responsibilities	(1) Provide means of contract responsiveness/on-site Supervision and Management and meet administrative functions	Par. C.3., C.6.A., C.6.C, C.19., C.30 and Post Orders	0%	Unscheduled Inspections	Total Contract Value for the period ÷ by total hours for the period (Productive and Supervisory) (see paragraph G.5) X number of hours of non-performance or observed violations
Personnel	(1) Provide Qualified Personnel and all meet Health, Age, Citizenship (2) Have gun permits, licenses, and bonds	Par. C.5., C.17.(2), C.18., Par. C.21.	0% 0%	Unscheduled Inspections	Total Contract Value for the period ÷ by total hours for the period (Productive and Supervisory) (see paragraph G.5) X number of hours of non-performance or observed violations
Standards of Conduct/Training of Personnel	(1) General Appearance, Use of Intoxicants or Controlled Substances/Meet all Training Requirement	Par. C.20., C.21., C.22., C.23., C.24., C.25., C.26., C.27.,C.31., C.32.	10%	Unscheduled Inspections	Total Contract Value for the period ÷ by total hours for the period (Productive and Supervisory) (see paragraph G.5) X number of hours of non-performance or observed violations
Quality Control, Government Property and Contractor Equipment	(1) Contractor required Quality Control/Response to Government QA	Par. C.10., C.11., C.12., C.13., C.14., C.15., C.16., C.17.	10%	Unscheduled Inspections	Total Contract Value for the period ÷ by total hours for the period (Productive and Supervisory) (see paragraph G.5) X number of hours of non-performance or observed violations
Activity Requirements	(1) Perform all required activities, Prepare Reports, Logs	Par. C.5.(16), C.6.C., C.19.B.Section F.4., Section J,	0% per day without prior approval from COTR	Unscheduled Inspections	Total Contract Value for the period ÷ by total hours for the period (Productive and Supervisory) (see paragraph G.5) X number of hours of non-performance or observed violations
Canine Explosive Detection	(1) Inspection of incoming mail and packages. (2) Inspection of suspicious packages, bomb threat	<u>Canine PWS</u> Par. 1.A.(1) Par. 1.A.(2), 1.C., 2.B.	0% 0%	Unscheduled Inspections	Total Cost of Canines for the period ÷ by total hours of canine service for the period X number of hours that service not provided or each violation

	emergencies, or bomb threat drill				
	(3) Training	Par. 3.	0%		
	(4) Care of canines	Par 3.C.(4)	0%		
	(5) Conduct	Par. 3.D.(3)	10%		

Attachment 17 -

GSA Form 527, Contractor's Qualification and
Financial Information

GSA FORM 527 SHOULD BE COMPLETED AND
RETURNED AS PART OF YOUR BUSINESS
PROPOSAL. THIS IS A SIX PAGE FORM ALSO
AVAILABLE FROM THE GSA WEBSITE:

<http://www.gsa.gov/Portal/gsa/ep/formslibrary.do>

SECTION K
REPRESENTATIONS, CERTIFICATIONS,
AND OTHER STATEMENTS OF OFFERORS

K.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
<http://www.arnet.gov/far/>

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses Incorporated by Reference

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	(APR 1985)

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)(DEVIATION).

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a Federal contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

K-2

(d) Taxpayer Identification Number (TIN).

/_ / TIN:_____.

- ☐ ☐ TIN has been applied for.
- ☐ ☐ TIN is not required because:
- ☐ ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ ☐ Offeror is an agency or instrumentality of the Federal Government.
- (e) Type of organization.
- ☐ ☐ Sole proprietorship;
- ☐ ☐ Partnership;
- ☐ ☐ Corporate entity (not tax-exempt);
- ☐ ☐ Corporate entity (tax-exempt);
- ☐ ☐ Government entity (Federal, State, or local);
- ☐ ☐ Foreign government;
- ☐ ☐ International organization per 26 CFR 1.6049-4;
- ☐ ☐ Other_____.
- (f) Common Parent.
- ☐ ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ ☐ Name and TIN of common parent:
- Name _____
- TIN _____

(End of provision)

K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that-
- (i) The Offeror and/or any of its Principals-
- (A) Are ☐ ☐ are not ☐ ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ☐ ☐ have not ☐ ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of

K-3

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are /_/ are not /_/ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has /_/ has not /_/, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (Apr 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561612.

(2) The small business size standard is \$10.0 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]

The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]

The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]

The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4)

of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern. (6) ["Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision."] The offeror represents, as part of its offer, that-- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business

Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business

Administration in accordance with 13 CFR part 126; and (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the

HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the

name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

K-5

_____.] Each HUBZone small business concern participating in the joint

venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business

concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any

other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that-

- (a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) it /_/_ has developed and has on file, /_/_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) it /_/_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K.10 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

(End of provision)

K.11 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (JUN 2003)

(a) Submission of this certificate is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located in the United States or its outlying areas.

(End of provision)

K.12 IR1052-96-065 CERTIFICATION

TO BE COMPLETED BY THE OFFEROR: (The Offeror must check or complete all appropriate boxes or blanks in the Representations and Certifications, on the preceding pages). The Representations and Certifications must be executed below, by an individual authorized to bind the offeror. The offeror makes the foregoing Representations and Certifications as part of its proposal.

(Name of Offeror)

(Solicitation No.)

K-8

(Signature of Authorized Individual)

(Date)

(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

[End of Provision]

K.13 IR1052-96-085 RESPONSIBLE OFFICIAL(S) WHO CAN RECEIVE NOTIFICATION OF AN IMPROPER INVOICE AND

IMPROPER INVOICE AND ANSWER QUESTIONS REGARDING THE INVOICE

Indicate below the responsible official(s) who can receive notification of an improper invoice and answer questions regarding the invoice. For additional information see Section I, Prompt Payment.

Name (If practicable) _____

Title _____

Address _____

Telephone Number _____

[End of Provision]

K.14 IR1052-96-110 CONTRACTOR'S REMITTANCE OR CHECK MAILING ADDRESS

Indicate your firm's remittance or check mailing address below. For additional information see Section I, Prompt Payment (FAR 52.232-25).

[End of Provision]

**K.15 IR1052-96-122 INCORPORATION OF REPRESENTATIONS
AND CERTIFICATIONS**

The contractor's representations and certifications dated are hereby incorporated into the contract by reference.

[End of Provision]

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses Incorporated by Reference

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	(JUNE 1999)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	(APR 1991)
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	(APR 1991)
52.215-1	INSTRUCTION TO OFFERORS-COMPETITIVE ACQUISITION	(JAN 2004)

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of provision)

L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Internal Revenue Service
 Attn: Christine Matschkowsky
 333 Market Street, Suite 1400
 San Francisco, CA 94105

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.4 52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

NOTE: Pre-Proposal Conference/Site Visit planned for October 6, 2003

If you plan to be represented at the Site Visit send the name of your company and representative to the Contract Specialist named in item 10 of the Standard Form 33. The visit will be conducted at the IRS Service Center, 1160 W. 1200 S., Ogden, UT between 9:00 AM and 12 Noon on October 6, 2004. Representatives should arrive at the Center between 8:30 and 8:55 AM to sign in and be escorted to the meeting area.

L.5 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of

L-2

"(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any (48 CFR Chapter) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

L.6 IR1052-00-026 FALSE STATEMENTS IN OFFERS

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 10 U.S.C. 1001.

L.7 IR1052-96-111 AMENDMENTS TO PROPOSAL

Changes to the proposal by the offeror shall be accomplished by amended page(s). Changes from the original page shall be indicated by a vertical line, adjacent to the change, on the outside margin of the page. The offeror shall include the date of the amendment on the lower right hand edge of the page as well as the amendment number which caused the change.

[End of Provision]

L.8 IR1052-96-116 INCURRING COSTS

The Contracting Officer is the only person who can legally obligate the Government for the expenditure of public funds. Costs shall not be incurred by recipients of the Solicitation Document in anticipation of receiving direct reimbursement from the Government.

[End of Provision]

L.9 IR1052-96-120 DISPOSITION OF PROPOSALS

After evaluation, selection, and contract award, unsuccessful proposals will be disposed of as follows: one copy of each proposal will be retained by the Contracting Officer and the remainder will be destroyed.

[End of Provision]

L.10 IR1052-98-014 DISCUSSIONS AND CORRESPONDENCE

All communications concerning the solicitation, including any of a technical nature, must be made through the Contracting Officer. Correspondence, including written

L-3

questions, should be directed to the address shown in Block 8 of the Standard Form

and marked for the attention of the individual whose name appears in Block 10A of that form. All verbal communications should also be directed to that individual. Questions concerning any technical aspect of the solicitation must be in writing. In order to ensure a timely response, questions should be received by the Contracting Officer at least 15 days before the due date for receipt of proposals. After this date, the Government will make every effort, but cannot guarantee that questions submitted will be answered before the RFP closing date.

[End of Clause]

L.11 PROPOSAL PREPARATION INSTRUCTIONS

L.11.1 General Instructions

The Government will not pay any costs incurred in the preparation and submission of your proposal. Offeror shall submit response to this Request for Proposal (RFP) to the address shown in paragraph entitled "Mailing Instructions" in Section L. Offeror's price proposal must be physically separated from the technical proposal. To ensure this, the offer should be submitted in three distinct packets as identified below. The original must be submitted as a paper document, copies may be submitted via disk as Microsoft Word or Microsoft Excel (for price schedule) files.

(1) Business Proposal - Two (2) originally signed copies of this RFP's Standard Form 33, signed in spaces provided by an authorized officer of the offeror's company. Offerors should note that they are responsible for completing one copy of ALL the Representations and Certifications in Section K; and, Item G.1.C, Project Manager.

(2) Price Proposal - An original and three (3) copies of the price proposal (Section B - Price Schedule).

(3) Technical Proposal - An original and three (3) copies of the technical proposal addressing Offeror's Experience and Past Performance, Qualifications, Plan of Accomplishment including plan to obtain and deploy canines, and Phase-in-plan.

(4) Transmittal envelope or box shall include the solicitation number, TIRWR-04-R-00018, in the lower left corner.

(5) Elaborate Brochures. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are not solicited.

(6) Proposal Content. The offeror must submit a comprehensive technical proposal and price data to provide a basis for sound evaluation by the Government. The information provided shall be concise, factual and complete.

L.11.2 Technical Proposal

(1) This section of the proposal shall consist of the offeror's response to the requirements of Section C herein and shall not contain any reference to prices/costs. Resource information, however, such as data concerning labor hours and categories, materials and equipment, subcontracts, etc., may be included so that the offeror's understanding of the scope of work may be evaluated.

In this section, the offeror shall identify all exceptions it takes to the technical requirements of the RFP and all deviations from the RFP of which it requests approval.

(2) Offeror is advised that there are four elements of "Technical Evaluation Criteria" that will be used to evaluate proposals:

- a. Experience and Past Performance
- b. Qualifications and Management experience
- c. Plan of Accomplishment, Must include Plan to obtain and Deploy Canines
- d. Phase-In Plan

(3) The offeror's technical proposal must be directly responsive to each element of the technical evaluation criteria by including the information addressed below under "Proposal Content."

(4) Proposals will be considered only from offerors who are regularly established in the business relevant to the scope of work and in the judgment of the government, are financially responsible and are able to show evidence of the reliability, ability, experience, equipment, and personnel directly employed or supervised by them to render prompt and satisfactory service. In order to assist the government in evaluating the offeror's qualifications and experience, offerors are to submit the resume information requested.

(5) To facilitate evaluation of proposals, it is desired that all proposals follow the same general outline using as a basis the various components specified for each of the "Technical Evaluation Criteria" listed above.

L.11.2.1 Proposal Content

At a minimum, the following information should be provided in the technical proposal.

(1). EXPERIENCE AND PAST PERFORMANCE:

Offeror is to identify past or current contracts (include Federal, State, and local government and private) for efforts of similar size and nature to the Government's requirements. Services are considered similar if the functions, responsibilities, and control exercised by the contractor were essentially the same as required by the solicitation. A contract is considered comparable in size if the required staff hours are

equivalent to or greater than 50% of the productive hours required by this solicitation. Offeror is to provide information on problems encountered on the identified contracts and the offeror's corrective actions. The government shall consider this information, as well as information obtained from any other source when evaluating the offeror's past performance.

In the case of an offeror without a record of relevant past performance or from whom information on past performance is not available (including information pertaining to predecessor companies, key personnel, or subcontractors that is relevant to the acquisition), the offeror will not be evaluated favorably or unfavorably on past performance.

a. Provide length of experience offeror has had in providing guard services along with evidence of successful performance. Provide summary listing of work experiences along with corresponding reference information (client name & address, telephone numbers of the Contracting Officer and primary point of contact; brief description of service provided; period of performance; contract number and dollar amount.) Indicate whether or not a subcontractor(s) was involved and provide a separate list of services provided by the subcontractor(s).

b. Provide evidence of previous experience in the deployment of Canines or knowledge of the deployment of Canines by your company or employees of your company.

c. List examples of three commercial or government projects successfully completed by the offeror that are similar in scope and complexity as the requirements described in Section C. Greater emphasis should be given to projects completed within the last five years. Each example should be limited to one page and include the following information:

(i) name and address of client;

(ii) description of work performed;

(iii) approximate or average number of offeror's personnel assigned, by skill category;

(iv) contract number, contract type, and period of performance, including original estimated completion date and actual completion date, with explanation for variances; and,

(v) name and telephone number of the client's primary point of contact responsible for the project.

For each of the three cited projects, the offeror shall forward to each a copy of the "Past Performance Questionnaire" (refer to Section J, Attachment 15), to be filled out and

returned directly by the client to the IRS address shown on the questionnaire. The questionnaires are to be returned to the IRS Contracting Officer by the closing date of the solicitation specified in block 9 of the Standard Form 33 (Solicitation, Offer, and Award page). Although the provision for receipt of late proposals will not be applied to receipt of the Questionnaire, the past performance information must be received by the IRS Contracting Officer in time not to disrupt the evaluation process.

(2) QUALIFICATIONS:

- a. Provide qualifications of the offeror and its key personnel (i.e. project manager, supervisors, and canine handlers) that clearly describe the skills, knowledge, and ability for performing the services required by the contract. Provide qualification information for any subcontractor that will perform major or critical aspects of the requirement. Include resume information for key personnel involved with contract performance.
- b. Provide firm's organizational chart that clearly addresses sufficient, prompt, and active management support.
- c. Discuss how the home office will provide contract support, services, and controls.
- d. Provide evidence that the proposed project manager is trained and has sufficient experience in an operation of comparable size and complexity

(3) PLAN OF ACCOMPLISHMENT/PLAN TO OBTAIN AND DEPLOY CANINES:

Offeror should provide information demonstrating its understanding of contract requirements and explain its proposed approach for successful performance of contract requirements specifically addressing Canine Explosive Detection Service.

a. Canine Explosive Detection Service: Fully explain and document plan to obtain and deploy canines. Include as a minimum: Plans to acquire Canines and get them trained; Proof of ownership, or agreements to subcontract or purchase; When canines will be available; hiring of handlers; Your understanding of how they will be employed, training required, and plans for the care and maintenance.

b. Other Requirements:

1) Provide proposed plan for acquiring qualified contract personnel sufficient to meet productive and supervisory requirements. Plan should address the anticipated number of full-time equivalent employees* (by service category); how back-up support will be provided in cases of scheduled and unscheduled absences, and how relief will be provided.

* Full-Time Equivalents. A Full-Time Equivalent (FTE) is the planned use of 2080 straight time paid hours in a twelve-month contract period (to include authorized vacation, sick leave or other authorized paid time off). For example, in the case of full-time

employees, one FTE is comparable to "one employee." Two part-time employees, each working 1040 straight time paid hours per twelve-month contract period (including paid time off), equals one FTE

2) Discuss how guard personnel will be selected, trained, tested, etc., to ensure personnel are physically fit, will meet agility standards needed in order to perform adequately and respond quickly to emergencies, and will otherwise meet the qualifications outlined in Section C.

3) Discuss plan for providing guardmount, and walktime, requirements.

4) Address Quality Control and plans to implement and maintain proper contract performance.

5) Discuss plan for retaining qualified contract personnel. Provide anticipated personnel turn-over rate based on current and past experience. Identify contract personnel pay rates, and fringe benefits to be provided, including, any recognition or incentive programs, etc., that will be offered.

(4) PHASE-IN PLAN:

Offeror is to explain its plan for taking over the security at Ogden Service Center as of midnight of the first day of contract start-up, and explain its plan for transition with the Service Center's incumbent guard contractor.

a. Provide plan for beginning contract performance within 30 calendar days of contract award notice to ensure continuity of security guard services at the Service Center at time of contract start-up.

- b. Include projected schedules for acquiring the following prior to start-up:
- (i) required licenses and permits;
 - (ii) staffing;
 - (iii) equipment; and
 - (iv) training

L.11.3 Business/Price Proposal

In this section the offeror shall respond to the requirements of Sections D through K, submit pricing information, and information regarding its financial capability.

L.11.3.1 Requirements of Sections D-I

The offeror shall respond to each requirement of Sections D through I, inclusive, of the RFP and indicate whether it proposes to comply. For the purpose of facilitating discussions, for every instance where the offeror does not propose to comply with or agree to a requirement, the offeror shall propose an alternative and describe its reasoning for the alternative. It is not necessary to respond on a paragraph by

paragraph basis except as required for clarity; for example, if the offeror agrees to the terms of Section H of the RFP in their entirety, a single statement to that effect will suffice. This Section shall contain an original signed copy of the face page of the RFP, as well as the filled in Certifications and Representations which make up Section K of the RFP.

L.11.3.2 Pricing Information

(a) The offeror shall provide its detailed price proposal for the base period and all option periods, based on the price offered in Section B, Price Schedule of this RFP. Unit price offered on the price schedule shall be supported with costs breakdown of how the unit price was derived on the Basic Services. Costs breakdown is required in order for the Government to determine, the accuracy and completeness of the proposed price, and to determine the ability of the offeror, professionally and managerially, to judge the magnitude and scope of the requirements.

(b) The following areas of cost information should be provided to substantiate the costs proposed:

(1) All significant cost elements for the five-year period should be addressed both terms of cost dollars to the Government and in the quantity of resources needed. These significant elements include:

(a) Manpower Costs.

- (i) Salaries and wage rates (including number of hours)
 - (1) Project Manager
 - (2) Supervisors
 - (3) Security Guards

(ii) Manning levels and skill mixes.

(b) Supplies and Equipment Costs.

- (i) Equipment acquisition cost (i.e., purchase price or lease expenses)
- (ii) The cost of acquiring and maintaining the inventory of supplies and special tools required by this contract.

(c) Subcontract Costs – Include names of subcontractor proposed. The Government reserves the right to approve or disapprove any subcontract and any subcontractor selected. Therefore, the contractor shall obtain the Contracting Officer's approval of all subcontractors and provide copies of subcontracts for any work required by this contract.

(d) Additional Services – Offerors shall submit fully burdened hourly rate for Guard I, Guard II, and Canine Services as shown in Section B.

L.11.3.3 Financial Information

FAR 9.1 Responsible Prospective Contractors, requires a contractor to have adequate financial resources to perform the contract, or the ability to obtain them. The Offeror shall submit as part of its cost proposal, its certified financial statements for the two prior fiscal years and the current year to date. If the offeror is a partnership or joint venture, each of the companies that make up the offeror shall submit its certified financial statement for the two prior fiscal years and the current year to date. The financial statements shall include, as a minimum, Balance Sheet, Income Statement, Statement of Cash Flows, and related Explanatory notes. If the offeror does not have certified financial statements, compiled or reviewed statements shall be submitted. Additionally, each offeror shall provide sources of capital, e.g., letters of credit and corporate capital infusion.

L.12 MAILING INSTRUCTIONS

Proposals shall be forwarded to Western Area Procurement Operations Branch in one of the following ways:

Regular Mail, Express Mail, Courier, or Hand Carry:

Internal Revenue Service
Western Area Procurement Operations Branch
Attn.: Christine Matschkowsky
333 Market Street, Suite 1400
San Francisco, CA 94105
415-848-4737

L.13 PROPOSAL DOCUMENTATION

The following documents shall be submitted as part of your proposal:

- A. Section A
SF-33 - Solicitation, Offer and Award
(2 Originals)
- B. Section B
PRICE SCHEDULE
(Original plus 3 copies)

- C. Technical Proposal
(Original Plus 3 copies)
- D. Section G
 G.1.C, Project Manager
(Provide required information in 2 copies)
- E. Section K
 Representations and Certifications and Other
 Statements of Offerors
(Entire Section - 1 copy only)
- F. Contractor's Qualifications & Financial Information, Section J, Exhibit 17
- G. List of References with point of contact and phone number from whom Past
 Performance information requested.

SECTION M EVALUATION FACTORS FOR AWARD

M.1 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

M.2 BASIS OF AWARD

Award will be made to that offeror whose proposal contains the combination of criteria offering the best overall value to the Government. This will be determined by comparing differences in the value of the technical features with differences in the offerors' prices.

In making this comparison the Government is concerned with obtaining superior technical features and making an award at the lowest overall price. However, the Government is concerned with striking the most advantageous balance between technical features and price to the Government and will not make an award at a significantly higher price to achieve slightly superior technical features.

[End of Provision]

M.3 EVALUATION FACTORS

Evaluation factors include both price and technical factors. The technical criteria listed below under "Technical Evaluation" will be scored: Price will be evaluated as described below under "Price Evaluation". All technical evaluation factors other than cost or price, when combined, are approximately equal to cost or price when determining which proposal offers the best value to the Government.

M.3.1 TECHNICAL EVALUATION

The criteria set forth below will be used in establishing qualified sources from a technical standpoint. Experience & Past Performance, Qualifications, Plan of Accomplishment including Plan to Obtain and Deploy Canines are of equal importance with the phase in Plan being slightly less important. All sub-factors under each factor are of equal importance. Where an offeror clearly demonstrates superiority in a factor, that factor, and why it is superior, will be identified.

- (1) Experience and Past performance
 - a. Related work experience
 - b. Record of past performance
- (2) Qualifications
 - a. Offeror /Key Personnel
 - b. Management support and controls
 - c. Project Manager
 - d. Canine and Canine Handler
- (3) Plan of Accomplishment including Plan to obtain and deploy Canines
 - Apparent Understanding of Contract Requirements
 - Approach for Performance
 - Staffing Plan
 - Personnel Selection, Testing & Training to meet Qualification Standards
 - Guard mount and walk time
 - Retention Plan
 - Quality Control
- (4) Phase-In Plan
 - Contract Transition and Start-Up Plan

In accordance with FAR 15.305(a)(3), the technical evaluation of proposals, based on the above factors and subfactors, will result, for source selection purposes, in a quantitative ranking, along with appropriate supporting narrative, of each technical proposal.

M.4 PRICE EVALUATION

- a. Offerors are to submit unit prices for all contract line items. Price evaluation will be undertaken concurrently with the technical evaluation. Price will be evaluated for each contract line item described in Section B, Price Schedule. Although price will be evaluated it will not be scored.
- b. Proposed prices will be evaluated for price reasonableness. Price reasonableness will be determined based on a comparative price analysis using one or more of the techniques in FAR 15.404-1(b). Unit prices will also be evaluated in accordance with FAR 15.404-1(f) and FAR 15.404-1(g). Any method of distributing costs to line items that distorts the unit prices shall not be used. If an offer is determined to be unbalanced, it may be rejected.